

**TENDER DOCUMENT  
FOR  
PSDF SUPPORT  
TO GAS BASED PLANTS RECEIVING DOMESTIC GAS  
(PHASE II)**

Tender Document No. 4/34/2015-Th-I (DGP) dated August 31, 2015

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Nodal Authority  
Ministry of Power  
Government of India  
New Delhi

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## Table of Contents

1	Definitions .....	6
2	Introduction .....	12
2.1	Background .....	12
2.2	Office Memorandum.....	12
2.3	e-bid RLNG .....	12
2.4	Details of the Scheme.....	13
2.5	Certification by Central Electricity Authority.....	17
3	Tender process .....	18
3.1	Tender Document .....	18
3.2	Description of the Tender Process .....	18
3.3	Technical Bid .....	18
3.4	Financial Bid.....	22
3.5	Preferred Bidder not to become Successful Bidder in certain cases .....	25
3.6	Signing of the PSDF Support Agreement.....	25
3.7	Signing of the e-bid RLNG Sale Agreement .....	25
3.8	Pre-Bid Conference .....	25
3.9	Tender Document Queries and Clarifications.....	26
3.10	Validity of Bids .....	27
3.11	Ineligibility of the Successful Bidders post conclusion of the Financial Bids.....	27
3.12	Schedule of the Tender Process.....	27
3.13	Periodic Payments by the Successful Bidder .....	28
4	Bid Criteria.....	29
4.1	Eligible Gas Based Plants .....	29
4.2	Eligibility Condition .....	29
4.3	Limitation on total number of Bids .....	29
5	Instructions to Bidders.....	30
5.1	General Terms of Bidding.....	30
5.2	Change in Control and transfer.....	31
5.3	Cost of Bidding.....	32
5.4	Verification of information by the Bidders.....	32
5.5	Verification by the Nodal Authority and Disqualification.....	33

5.6	Utilisation of Allocated e-bid RLNG.....	34
5.7	Revision of Per Unit PSDF Support.....	34
5.8	Amendment of Tender Document.....	35
5.9	Preparation and Submission of Financial Bids.....	35
5.10	Rejection of Bids .....	35
5.11	Allocation of the Unallocated e-bid RLNG by the e-bid RLNG Operator.....	36
5.12	Allocation of the Unutilised e-bid RLNG by the e-bid RLNG Operator.....	36
5.13	Issuance of Fresh Tender.....	37
6	Bid Security.....	38
7	PSDF Performance Security.....	40
8	Fraud and Corrupt Practices.....	41
9	Other Provisions .....	43
9.1	Miscellaneous.....	43
	Annexure I - Eligible Gas Based Plants.....	44
	Annexure II - List of Acceptable Banks.....	46
	Annexure III – Technical Details with respect to Electronic Auction.....	49
	Annexure IV - Letter for the Technical Bid.....	57
	Annexure V - Power of Attorney .....	61
	Annexure VI - Format of Affidavit.....	63
	Annexure VII - Format for seeking clarifications regarding the Tender Document .....	64
	Annexure VIII - Bank Guarantee for Bid Security .....	65
	Annexure IX - Format of PSDF Performance Security.....	68
	Annexure X - Trust & Retention Account Mechanism.....	71
	Annexure XI: Format of PSDF Support Agreement.....	72
	Annexure XII: Format of the e-bid RLNG Sale Agreement.....	73
	Annexure XIII: Amount of Bid Security (Clause 6.1.2) .....	74
	Annexure XIV – Break-up of Delivered Price of e-bid RLNG .....	75

**Important Notice:**

*This Tender Document for PSDF Support to gas based power plants receiving domestic gas (“**Tender Document**”) is being issued for providing support from the Power System Development Fund set up by the Government of India only to the gas based power plants receiving limited domestic gas during the period of April, 2014 to January, 2015, which are defined as ‘Eligible Gas Based Plants’ for the purposes of this Tender Document and the list of which is set out in **Annexure – I**. No other gas based plant is eligible to bid pursuant to this Tender Document.*

*The information contained in this Tender Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Nodal Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender Document.*

*This Tender Document is neither an agreement nor an offer by the Nodal Authority to the prospective Bidders or any other Person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in making their Bids pursuant to this Tender Document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by the Nodal Authority in relation to the e-bid RLNG. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender Document may not be appropriate for all Persons, and it is not possible for the Nodal Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in the Tender Document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources.*

*Information provided in this Tender Document to the Bidder(s) has been collated from several sources some of which may depend upon interpretation of Applicable Law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete. The Nodal Authority accepts no responsibility for the accuracy or otherwise for any statement contained in this Tender Document.*

*The Nodal Authority, its employees and advisors make no representation or warranty and shall have no liability to any Person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way from participation in this tender process.*

*The Nodal Authority also accepts no liability of any nature whether resulting from negligence or*

*otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender Document.*

*The Nodal Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.*

*The issue of this Tender Document does not imply that the Nodal Authority is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the e-bid RLNG and the Nodal Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.*

*Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Nodal Authority or any other costs incurred in connection with or relating to its Bid. This Tender Document is not transferable.*

## 1 Definitions

- 1.1 Unless the context otherwise requires, expressions not defined in this Tender Document, but defined in the Office Memorandum shall have the meaning assigned thereto.
- 1.1.1 **“Acceptable Bank”** shall mean a bank specified in **Annexure -II** (*List of Acceptable Banks*).
- 1.1.2 **“Allocated e-bid RLNG”** shall mean the aggregate quantity of the e-bid RLNG out of the Available e-bid RLNG allocated to the Successful Bidders under this tender process.
- 1.1.3 **“Allowable SHR”** shall mean 105% of the Normative SHR of respective Eligible Gas Based Plant as more particularly set out in **Annexure - I**, as may stand adjusted with the e-bid RLNG requirement for the Auxiliary Power Consumption as given therein.
- 1.1.4 **“Applicable Law”** shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation, approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.
- 1.1.5 **“Authorised Signatory”** shall mean the individual representing the Bidder who has been duly authorised under the Power of Attorney submitted by the Bidder in the Technical Bid.
- 1.1.6 **“Auxiliary Power Consumption”** shall mean the quantum of energy consumed by auxiliary equipment of the generating station, such as the equipment being used for the purpose of operating plant and machinery including switchyard of the generating station and the transformer losses within the generating station, expressed as a percentage of the sum of gross energy generated at the generator terminals of all the unit(s) of the generating station. The Auxiliary Power Consumption for Eligible Gas Based Plants has been specified in **Annexure – I**.
- 1.1.7 **“Available e-bid RLNG”** shall mean 1.65 MMSCMD of e-bid RLNG for the Relevant Period assuming Gross Heating Value of 9800 kcal/standard cubic meter or such reduced quantum of e-bid RLNG which is determined when the Aggregate Required e-bid RLNG is lower than 120% of 1.65 MMSCMD of e-bid RLNG in accordance with Clause 3.4.6 (a).
- 1.1.8 **“Base PLF”** shall mean the Base PLF for each and every the plants receiving domestic gas (i.e. which are defined as Eligible Gas Based Plants) as set out in **Annexure - I**.
- 1.1.9 **“Bid”** shall mean the binding Technical Bid and the Financial Bid, submitted by the Bidders in accordance with the Tender Document.
- 1.1.10 **“Bidder”** shall mean each of the owners of the Eligible Gas Based Plants meeting all the Eligibility Condition and participating in this Tender Process; and **“Bidders”** shall mean collectively all of the Bidders.

- 1.1.11 **“Bid Security”** shall have the meaning ascribed to it in Clause 6.
- 1.1.12 **“Contingency Reserve”** shall mean the fund earmarked by EPMC for the purposes of Clause 5.7 of the Tender Document.
- 1.1.13 **“Control”** shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.
- 1.1.14 **“Delivered Price”** shall be as communicated by the e-bid RLNG Operator substantially in the form as prescribed under **Annexure - XIV** (which may be customized and finalised as per requirements by the e-bid RLNG Operator) to each Bidder.
- 1.1.15 **“Differential Per Unit PSDF Support”** shall mean difference between the Revised Per Unit PSDF Support and the Per Unit PSDF Support.
- 1.1.16 **“Discom(s)”** shall mean the distribution licensees holding licence for distribution of electricity issued under Section 14 of the Electricity Act, 2003 and/or any licensee under the acts set out in the Schedule specified in Section 14 to the Electricity Act, 2003 procuring power on behalf of the distribution licensees.
- 1.1.17 **“Diversion”** shall mean net one way allocation of e-bid RLNG from one Eligible Gas Based Plant to another Eligible Gas Based Plant. For Example: Eligible Gas Based Plant A may request the e-bid RLNG Operator to supply 1 MMSCM e-bid RLNG from its Allocated e-bid RLNG to Eligible Gas Based Plant B during any particular day(s), without Eligible Gas Based Plant B returning the similar quantity of e-bid RLNG from its Allocated e-bid RLNG to the first Successful Bidder’s Eligible Gas Based Plant A within the Relevant Period.
- 1.1.18 **“E1”** shall mean the component of the Delivered Price as defined such and detailed in the **Annexure - XIV** as communicated by the e-bid RLNG Operator to each Bidder.
- 1.1.19 **“e-bid RLNG”** shall mean liquefied natural gas imported by the e-bid RLNG Operator and regasified at the regasification terminal(s) for supply.
- 1.1.20 **“e-bid RLNG Operator”** shall mean GAIL appointed in accordance with the Office Memorandum.
- 1.1.21 **“e-bid RLNG Sale Agreement”** shall mean the e-bid RLNG sales agreement to be executed between the Successful Bidder and the e-bid RLNG Operator for the Eligible Gas Based Plant, pursuant to issuance of Letter of Award, in substantially the same form as specified in **Annexure –XII**, which may be customized and finalised as per requirements by the e-bid RLNG Operator.
- 1.1.22 **“Eligible Gas Based Plants”** shall mean the power plants receiving domestic gas as set out in **Annexure– I**.
- 1.1.23 **“Eligibility Condition”** shall mean the eligibility condition as specified in Clause 4.

- 1.1.24 **“Empowered Pool Management Committee”** or **“EPMC”** shall mean the Committee constituted in accordance with the Office Memorandum.
- 1.1.25 **“Financial Bid”** shall mean the Financial Bid submitted by the Bidders in accordance with Clause 3.4 and as per the procedure mentioned in **Annexure – III** of the Tender Document.
- 1.1.26 **“Financial Bid Date”** shall have the meaning as ascribed to it in Clause 3.12.1.
- 1.1.27 **“GAIL”** shall mean GAIL (India) Limited.
- 1.1.28 **“Gross Heating Value”** or **“GHV”** shall mean the quantity of heat, expressed and measured in Kcal or MMBTU, produced by the complete combustion at constant pressure of one (1) standard cubic meter of anhydrous gas, with the air at the same temperature and pressure as the gas, after cooling the products of the combustion to the initial temperature and condensation of the water formed by combustion.
- 1.1.29 **“GSPCL”** shall mean Gujarat State Petroleum Corporation Limited.
- 1.1.30 **“Incremental Electricity”** shall mean the Units of the electricity to be generated over and above Base PLF at the Eligible Gas Based Plant by using the e-bid RLNG and supplied to the Discom(s).
- 1.1.31 **“Letter of Award”** shall have the meaning ascribed thereto in Clause 3.4.6(d).
- 1.1.32 **“LNG”** shall mean liquefied natural gas.
- 1.1.33 **“MMBTU”** shall mean million British thermal units.
- 1.1.34 **“MMSCMD”** shall mean million metric standard cubic meters per day.
- 1.1.35 **“MSTC”** shall mean MSTC Limited (a Government of India undertaking).
- 1.1.36 **“Nodal Authority”** shall mean the Ministry of Power, Government of India acting through Joint Secretary (Thermal) for conducting the reverse auction process.
- 1.1.37 **“Normative SHR”** shall mean the normative station heat rate certified by the Central Electricity Authority for the relevant Eligible Gas Based Plant as set out in **Annexure – I** hereto. These values are expressed in kcal/kWh (Gross on GHV basis).
- 1.1.38 **“Office Memorandum”** shall mean Office Memorandum No.4/2/2015-Th-I dated 27<sup>th</sup> March 2015 issued by Ministry of Power, Government of India, for the scheme for utilisation of Gas based power generation capacity for the financial years (April-March) 2015-16 and 2016-17 and shall include notifications, addendums and corrigendum issued thereto.
- 1.1.39 **“P1”** shall mean the component of the Delivered Price as defined such and detailed in **Annexure - XIV** as communicated by the e-bid RLNG Operator to each Bidder. **“Person”** shall include any company or association or body of individuals, whether incorporated or not.
- 1.1.40 **“Per Unit PSDF Support”** shall mean the support required (in Rs. per Unit) from PSDF Fund by the Bidder (as quoted) for each Unit of the Incremental Electricity supplied to the Discom



without exceeding the Target PLF for ensuring that the net purchase price for the Discoms is not more than the Target Price.

- 1.1.41 **“PLF”** shall mean Plant Load Factor =  
$$\frac{\text{Gross energy generated (MWh) during the Relevant Period} \times 100}{(C \times H)}$$

Where:

‘C’ is total installed capacity in MW

‘H’ is total hours in the period under review

- 1.1.42 **“PPA”** shall mean a valid and subsisting power purchase agreement executed or to be executed by a Bidder with the Discom(s) in accordance with the provisions of the Electricity Act, 2003.
- 1.1.43 **“PSDF Fund”** shall mean Power System Development Fund set up by the Government of India.
- 1.1.44 **“PSDF Performance Security”** shall have the meaning ascribed thereto in Clause 7.1.1.
- 1.1.45 **“PSDF Support”** shall mean the maximum available amount of Rs. 298Crore for the Relevant Period.
- 1.1.46 **“PSDF Support Agreement”** shall mean the Power System Development Fund Support Agreement to be entered into between Nodal Authority and the Successful Bidder for providing support from PSDF Fund substantially in the format set out in **Annexure – XI** hereto.
- 1.1.47 **“PSDF Support Ceiling Price”** shall be Rs. 1.97per Unit, for the Relevant Period.
- 1.1.48 **“Preferred Bidder”** shall have the meaning ascribed thereto in Clause 3.4.6(c).
- 1.1.49 **“Relevant Period”** shall mean the period from October 1, 2015 to March 31, 2016 or such modified period as may be notified by the Nodal Authority.
- 1.1.50 **“Required e-bid RLNG”** shall mean the quantity of Available e-bid RLNG (in MMSCMD), subject to operational and pipeline system constraints, required by the Successful Bidder to generate the Total Incremental Electricity at the Allowable SHR provided in **Annexure –I.**
- 1.1.51 **“RGTEL”** shall mean Reliance Gas Transportation Infrastructure Limited.
- 1.1.52 **“RLNG”** means re-gasified liquefied natural gas.
- 1.1.53 **“Rostering”** shall mean such scheduling of appropriate quantity of e-bid RLNG by the e-bid RLNG Operator, subject to applicable operational constraints, within the Relevant Period between Eligible Gas Based Plants of Successful Bidder(s) for operation of their Eligible Gas Based Plants within the Allocated e-Bid RLNG for generation up to the Target PLF for the

Relevant Period. Provided however that when there is request for rostering from more than two Successful Bidders and there is no mutual consensus between the said Successful Bidders then in such a scenario the e-bid RLNG Operator to smoothly run the Scheme supply the e-bid RLNG in a manner where a higher number of Successful Bidders are able to operate their Eligible Gas Based Plants. It is clarified that in such a scenario as contemplated above the e-bid RLNG Operator is only empowered to reduce the total allocated quantity of e-bid RLNG being supplied to the Successful Bidder. It is clarified that the Rostering shall in no way restrict the operational flexibility of the e-bid RLNG Operator to tailor the supply of e-bid RLNG to a Successful Bidder.

- 1.1.54 **“Scheme”** shall mean the scheme for utilisation of Gas based power generation capacity as notified by the Nodal Authority vide its Office Memorandum.
- 1.1.55 **“Successful Bidder”** shall have the meaning ascribed thereto in Clause 3.4.6(d).
- 1.1.56 **“Target PLF”** shall mean 35%, 37.5%, 40%, 42.5%, 45%, 47.5% or 50% PLF, subject to operational and pipeline system constraints, as may be applicable or such PLF not exceeding 70% which is determined based on the additional allocation of the Unallocated Available e-bid RLNG and Unutilised e-bid RLNG by the e-bid RLNG Operator to a particular Successful Bidder.
- 1.1.57 **“Target Price”** shall be Rs. 3.39 per Unit, which is the maximum net purchase price for the Discoms.
- 1.1.58 **“Technical Bid”** shall mean a technical bid by a Bidder in accordance with Clause 3.3 hereto.
- 1.1.59 **“Technical Bid Due Date”** shall mean the due date by which the Technical Bid is required to be submitted in accordance with Clause 3.12.1.
- 1.1.60 **“Technically Qualified Bidder”** shall have the meaning ascribed thereto in Clause 3.3(h)(i).
- 1.1.61 **“Tender Document”** shall mean this document including its Annexures, any addenda or corrigendum to this Tender Document and any other document issued pursuant hereto.
- 1.1.62 **“Tender Document for SGPs”** shall mean the Tender Document for PSDF Support to Stranded gas based plants (Phase II) bearing Tender Document No.4/33/2015-Th-I dated August 31, 2015 including its Annexures, any addenda or corrigendum thereto.
- 1.1.63 **“Total Incremental Electricity”** shall mean the total Units of the Incremental Electricity (in Units) not exceeding the Target PLF, during the Relevant Period submitted by the Bidder in accordance with the Tender Document.
- 1.1.64 **“Trust & Retention Account Mechanism”** shall mean the trust and retention account mechanism to be set up by the Successful Bidder and its lenders in accordance with the PSDF Support Agreement. The broad contours of the Trust and Retention Account Mechanism are set out in **Annexure – X** hereto.
- 1.1.65 **“USD”** shall mean United States Dollars being the lawful currency of the United States of America.

- 1.1.66 **“USD Exchange Rate”** shall mean the exchange rate of Indian rupees and USD calculated at the Amount of Indian Rupees per USD as notified by Reserve Bank of India on the relevant date.
- 1.1.67 **“Unallocated Available e-bid RLNG”** shall mean Available e-bid RLNG minus the aggregate of the Allocated e-bid RLNG to all the Successful Bidders.
- 1.1.68 **“Unit”** means one kWh of electricity.

## **2 Introduction**

### **2.1 Background**

- 2.1.1 The Ministry of Power, Government of India, vide Office Memorandum No.4/2/2015-Th-I dated 27<sup>th</sup> March 2015 has introduced the Scheme for the financial years (April-March) 2015-16 and 2016-17.
- 2.1.2 The Office Memorandum classifies gas based power plants into two categories - 'Plants receiving domestic gas' and 'Stranded gas based plants'. Out of the present gas based power generation capacity of 27,123 MW, the total capacity of stranded gas based plants is 14,305MW and the total capacity of plants receiving limited domestic gas is 9,845 MW.
- 2.1.3 The Scheme envisages supply of “e-bid RLNG” to the stranded gas based plants and the plants receiving domestic gas, up to the Target PLF selected through a reverse e-bidding process. The Scheme also envisages sacrifices to be made collectively by all stakeholders of the gas based power plants and support from the PSDF.
- 2.1.4 Accordingly, this Tender Document is being issued for selection of the Successful Bidder for providing support from the PSDF Fund to their respective Eligible Gas Based Plants (who were categorised as the ‘plants receiving domestic gas’ in the Office Memorandum). The list of the Eligible Gas Based Plants as finalised by EPMC for the tender process under this Tender Document is set out in **Annexure - I**.
- 2.1.5 The PSDF Support to the Successful Bidders owning the Eligible Gas Based Plants pursuant to this Tender Document has been fixed at Rs. 298Crore for the Relevant Period corresponding to the Available e-bid RLNG.
- 2.1.6 Accordingly, this Tender Document is being issued by the Central Government, through the Nodal Authority for reverse auction of PSDF Support to the Successful Bidders. The reverse auction would be conducted in accordance with the Office Memorandum and any other order issued by the Government of India and this Tender Document.

### **2.2 Office Memorandum**

- 2.2.1 Bidders are encouraged to familiarise themselves with the Office Memorandum to ensure that they meet the Eligibility Condition. The copy of Office Memorandum is available at: [http://powermin.nic.in/upload/Scheme\\_for\\_utilization\\_of\\_Gas\\_based\\_power\\_generation\\_capacity.pdf](http://powermin.nic.in/upload/Scheme_for_utilization_of_Gas_based_power_generation_capacity.pdf).

### **2.3 e-bid RLNG**

2.3.1 GAIL will be the only agency for the procurement and supply of e-bid RLNG.

2.3.2 The e-bid RLNG is being allocated strictly for the purposes of generation of power by the Eligible Gas Based Plants of the Successful Bidders in accordance with the Office Memorandum. The e-bid RLNG shall not be used for any other purpose.

## **2.4 Details of the Scheme**

2.4.1 Contribution by different stakeholders

2.4.1.1 In order to ensure that the price per Unit of Incremental Electricity produced by the Successful Bidder from e-bid RLNG received pursuant to this auction under this Tender Document, does not exceed the Target Price, the following interventions/sacrifices have been approved to be made by the Central Government, State Governments, the Successful Bidders, lenders of the Successful Bidders and gas transporters collectively:-

- (a) Customs duty waiver on imported LNG: Government of India (GOI) has already exempted Customs duty on imported LNG used for power generation. The procedure is available at Annexure III of the Office Memorandum.
- (b) Waiver of Service Tax on regasification and transportation of the e-bid RLNG.
- (c) Reduction in pipeline tariff charges by GAIL / transporters on the e-bid RLNG: GAIL / other transporters (RGTIL and GSPCL) shall reduce the pipeline tariff by 50% on e-bid RLNG.
- (d) Reduction in Regasification charges: The regasification agencies shall reduce the regasification charges by 50% on the e-bid RLNG.
- (e) Reduction in marketing margin by GAIL / GSPCL on the e-bid RLNG: GAIL / GSPCL shall reduce marketing margin by 75% on sale of e-bid RLNG.
- (f) Provision for co-mingling and swapping of gas: The procedure for co-mingling and swapping of gas shall be as per the relevant notification of the Department of Revenue, Ministry of Finance.
- (g) Support from Power System Development Fund: PSDF Support by the Government of India shall be made available to the Discoms through a transparent reverse e-bidding process.
- (h) Waiver of Value Added Tax (VAT) on the e-bid RLNG: The concerned State Governments are required to waive VAT on the e-bid RLNG consumed in power generation, based on the invoicing done by the gas supplier.
- (i) Waiver of Central Sales Tax (CST), Octroi and Entry Tax on the e-bid RLNG: CST, Octroi and Entry Tax shall be exempted by the concerned State Governments on the e-bid RLNG. Further, in case of CST sale of RLNG, the Entry tax being levied by the concerned

State Governments shall be exempted by the respective State Governments on the e-bid RLNG.

- (j) The benefits under the Scheme will be available to only those Successful Bidders where the host State governments agree to the waiver of VAT, CST, Entry Tax and Octroi as proposed above.

- 2.4.1.2 The competent authorities have notified the requisite interventions/sacrifices specified under Clauses 2.4.1.1 (a), 2.4.1.1 (c) and 2.4.1.1 (e).
- 2.4.1.3 For the intervention/sacrifice specified under Clause 2.4.1.1 (b), the Central Government vide Notification No. 17/2015-Service Tax dated May 19, 2015 has exempted service tax levied on the pipelines being operated by GAIL and GSPCL. However, service tax is being charged by RGTIL on its pipelines for transportation of e-bid RLNG (supply through swapping) to Eligible Gas Based Plants located in Andhra Pradesh.
- 2.4.1.4 The intervention/sacrifice specified in 2.4.1.1 (f) has been notified, however, the same requires further clarification and is pending implementation. Therefore, the benefit of this intervention/sacrifice cannot be availed and passed to the Successful Bidders till certain clarifications from the competent authority, are received. In the scenario that co-mingling and swapping arrangements are not adequate and as such are not implementable during the Relevant Period then the total availability of e-bid RLNG for Eligible Gas Based Plants in Andhra Pradesh may vary and the supply of e-bid RLNG to all Andhra Pradesh based Successful Bidders may be reduced proportionately by the e-bid RLNG Operator. Such reduction of the e-bid RLNG will not result in adverse consequences under the Tender Document, PSDF Support Agreement and e-bid RLNG Sale Agreement for the non-generation of Incremental Electricity or non-supply of the e-bid RLNG consequent to such reduction in the e-bid RLNG. It is clarified that all consequences under the Tender Document, PSDF Support Agreement and e-bid RLNG Sale Agreement shall continue to be in full force as applicable prior to such a reduction and shall be applicable proportionately after such a reduction has been availed of by the Successful Bidder.
- 2.4.1.5 The interventions/sacrifices specified under Clauses 2.4.1.1 (d) is under consideration of the competent authority and will be issued in due course of time as per its discretion.

**DISCLAIMER: The benefits of the interventions/sacrifices mentioned in Clause 2.4.1.1 (d) shall be available to the Successful Bidders as and when issued and notified by the respective authorities as per the terms of such notification. The benefits of the interventions/sacrifices mentioned in Clause 2.4.1.1 (f) shall be available to the Successful Bidders as and when necessary clarifications are issued by the respective authorities. All Bidders bidding pursuant to this Tender Document shall bid and shall be deemed to have bid on 'as is basis' with respect to such interventions/sacrifices on the date of issuance of this Tender Document. Further, the Bidders shall be solely responsible for obtaining and availing the benefits of the interventions and sacrifices under Clause 2.4.1.1. Except as set out in Clause 3.11, the Bidders shall not be allowed to withdraw their Bids or terminate the PSDF Support Agreement and/or the e-bid RLNG Sale Agreement, due to non-availability of any of the interventions or sacrifices specified under Clause 2.4.1.1. Further, the Bidders shall have no claim or recourse, whatsoever, against the Central Government or the Nodal Authority or e-bid RLNG Operator due to non-availability of any of the said interventions or sacrifices. The Bidders shall be solely responsible to take all possible steps to make a complete and careful examination of the status and the requirements of the interventions/sacrifices specified under Clause 2.4.1.1. The Central Government or e-bid RLNG Operator or Nodal Authority shall not be liable to the Bidder for any inaccuracy with respect to the status of approvals/interventions specified under Clause 2.4.1.1.**

2.4.1.6 The State Governments of Uttarakhand, Telangana, and Andhra Pradesh have already notified the requisite approvals specified under Clauses 2.4.1.1 (h) and 2.4.1.1 (i). The State Government of Gujarat has notified some of the requisite approvals specified under Clauses 2.4.1.1 (h) and 2.4.1.1 (i). For Phase II, the Government of Gujarat is yet to notify the approval for waiver of CST specified under Clause 2.4.1.1 (i).

2.4.2 Release of PSDF Support by Government of India

2.4.2.1 PSDF Support will be released as broadly given below and as further firmed up by EPMC:

- (i) PSDF Support will be released monthly to the Discoms purchasing the e-bid RLNG based Total Incremental Electricity monthly as per the mechanism set out in the PSDF Support Agreement upon receiving the certificates as set out in Clause 2.3 of the PSDF Support Agreement.
- (ii) PSDF Support to the Eligible Gas Based Plants will be available only for the Total Incremental Electricity during the Relevant Period over and above the Base PLF. Thus, for example, if the PLF actually achieved during April-January 2014-15 is 20%, and if during the Relevant Period the PLF achieved is 35% from all sources including that from e-bid RLNG, then PSDF Support will be made available for the electricity corresponding to  $35-20 = 15\%$  PLF, but limited to the actual generation from e-bid RLNG during the Relevant Period. It is expressly clarified that if Base PLF is not achieved at the Eligible Gas Based Plant during the Relevant Period, the Successful Bidder shall not be entitled to receive any PSDF Support.
- (iii) EPMC is authorized to lay down further guidelines in this regard, including appropriate modification in the requirement of above documentation, in the interest of ease of



operation, subject to the overall condition that PSDF support will be available only for the Total Incremental Electricity during the Relevant Period.

- (iv) All receipts and payments relating to e-bid RLNG based Incremental Electricity will be necessarily routed through a single designated Trust & Retention account (TRA) set up as per the Trust and Retention Account Mechanism controlled by the lead banker for the Successful Bidder. The PSDF Support shall be disbursed in accordance with the Trust and Retention Account Mechanism set out in the PSDF Support Agreement.
- (v) For the Eligible Gas Based Plants, the lead banker of the Successful Bidder / EPMC will ensure that money, including payment under PPA and PSDF Support commensurate to the Final Total Incremental Electricity during the Relevant Period over and above the Base PLF, shall be utilised only for the purposes of payment of variable cost of generation. Surplus, if any, after the payment of variable cost of generation shall revert back to PSDF to the extent of the PSDF Support mentioned in the Final Financial Bid.
- (vi) The EPMC will authorize the release of the relevant quantum of PSDF Support to the concerned Discom.
- (vii) Each of the Discoms will in turn pay the gross value of the Incremental Electricity produced from e-bid RLNG (i.e the amount including the support from PSDF) to the Trust and Retention Account of the Successful Bidder.
- (viii) The lead banker of the Successful Bidder will ensure that all receipts of money would be utilized only for payments towards the variable cost of generation. The lead banker shall ensure that any payment received on account of sale of power pursuant to the Scheme shall first be appropriated towards the dues under the e-bid RLNG Sale Agreement.
- (ix) The Lead Bank of the Successful Bidder will certify to the EPMC on a monthly basis that the receipts of money have been utilized solely for the intended purposes.

2.4.2.2 Notwithstanding anything contained to the contrary in the Tender Document, the EPMC shall have the right but not the obligation to take any and all steps necessary whether contemplated herein or not otherwise in this Tender Document, to ensure that the purpose of Office Memorandum is attained and that the maximum capacity utilization of the Eligible Gas Based Plants is achieved pursuant to the bidding process contemplated under the Tender Document.

## 2.5 **Certification by Central Electricity Authority**

The Central Electricity Authority has certified with respect to the each of the Eligible Gas Based Plants, the Normative SHR and Auxiliary Power Consumption of the Eligible Gas Based Plant, as set out in **Annexure – I**.

### **3 Tender process**

#### **3.1 Tender Document**

3.1.1 In order to participate in the tender process, the Bidder shall be required to register on the electronic platform created by MSTC Limited as per the procedure mentioned in **Annexure– III.**

3.1.2 Upon completion of the registration process, at MSTC Website, the Bidder shall be eligible to participate in the Tender Process. The Tender Document can be downloaded from website of the MSTC

#### **3.2 Description of the Tender Process**

The tender process shall be conducted as set out below.

#### **3.3 Technical Bid**

(a) For Technical Bid, the Bidders will be required to submit:

- (i) the Letter for the Technical Bid in substantially same format as specified in **Annexure – IV;**
- (ii) the Bid Security in substantially in same format as specified in **Annexure – VIII;**
- (iii) the Power of Attorney in substantially the same format specified in **Annexure –V** along with supporting Board Resolution or extract of Charter Document of the Bidder; and
- (iv) the Affidavit in the format specified in **Annexure –VI.**

(b) Submission of Technical Bid

- (i) All documents comprising the Technical Bid as set out above shall be placed in a sealed envelope and the envelope shall be marked as “Technical Bid”.
- (ii) A true copy of the documents comprising the Technical Bid, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory of the Bidder. This copy of the documents shall be placed in a separate envelope and marked “Copy of Technical Bid Documents”.

- (iii) The two envelopes specified in sub-clauses above shall be placed in an outer envelope, which shall be sealed. The outer envelope shall clearly bear the following identification: “Technical Bid to the PSDF Support for Plants receiving domestic gas – Phase II”.
- (iv) Further, the Bidder shall write or type on each of the said three envelopes in indelible ink the following (a) the name and address of the Bidder; (b) address of their Eligible Gas Based Plant for which the Technical Bid is being submitted; and (c) the Bidder reference number generated by the electronic platform of MSTC at the time of registration for downloading the Tender Document.
- (v) The Technical Bid shall be addressed and submitted to:

ATTN. OF: Under Secretary (Thermal),  
Ministry of Power, Government of  
India

ADDRESS: Room No. 622, Shram Shakti Bhawan, New  
Delhi – 110001

- (vi) If the envelopes are not sealed and marked as instructed above, the Nodal Authority assumes no responsibility for the misplacement or premature opening of the contents of the Technical Bid submitted and consequent losses, if any, suffered by the Bidder.
  - (vii) The Technical Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- (c) Technical Bid Due Date and Extension
- (i) Technical Bids shall be submitted on or before the Technical Bid Due Date as set out in Clause 3.12.1at the address provided above in Clause 3.3 (b)(v).
  - (ii) The Nodal Authority may, in its sole discretion, extend the Technical Bid Due Date by issuing an Addendum in accordance with Clause 5.8 uniformly accessible for all Bidders.

(d) Late Bids

The Technical Bids received by the Nodal Authority after the specified time on the Technical Bid Due Date shall not be eligible for consideration and shall be summarily rejected. The Bidders submitting the late Technical Bids shall not be eligible to submit the Financial Bid.

(e) Withdrawal of Technical Bids

However, the Bidder may withdraw provided that written notice of the withdrawal is received by the Nodal Authority prior to the date as specified in Clause 3.12.1. Upon such withdrawal, the Nodal Authority shall release the envelopes of the Technical Bid along with the documents therein and the Bidder shall personally collect the same from the Nodal Authority.

(f) Opening and Evaluation of Technical Bid

The Technical Bid of each Bidder, which is duly submitted in accordance with the Tender Document shall be opened by the Nodal Authority on the date mentioned in Clause 3.12.1 at such place as may be notified on MSTC's website in the presence of the Bidders who choose to attend. It is clarified that a maximum of two representatives per Bidder will be allowed during opening of the Technical Bids.

The Technical Bid shall be evaluated by the evaluation committee against the Eligibility Condition and against the test of responsiveness in accordance with Clause 3.3(g). The EPMC has constituted an evaluation committee for evaluation of the Technical Bids.

To facilitate evaluation of the Technical Bids, the Nodal Authority reserves the right to ask for any details, clarifications or any other information, in writing based on information submitted by Bidders for the purpose of evaluation of Technical Bids or otherwise.

(g) Tests of responsiveness

During the evaluation of the Technical Bid, the evaluation committee shall determine

whether each Technical Bid is responsive to the requirements of this Tender Document. While making any determination with respect to responsiveness of a Technical Bid, the Nodal Authority may consider such parameters as it may deem relevant, including considerations that the Technical Bid:

- (i) is received by the Technical Bid Due Date including any extension thereof;
- (ii) is submitted in the prescribed formats and in the manner prescribed in this Tender Document;
- (iii) contains the Bid Security substantially in same format as specified in **Annexure – VIII**;
- (iv) contains a Power of Attorney in substantially the same format specified in **Annexure – V** and supporting Board Resolution or extract of Charter Document;
- (v) contains the Affidavit in the same format specified in **Annexure – VI**;
- (vi) contains all the information (complete in all respects) including as requested in this Tender Document;
- (vii) does not contain any condition or qualification; and
- (viii) is generally considered to be responsive in terms of any other parameters as may be considered relevant by the Nodal Authority.

The Nodal Authority reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be considered or permitted by the Nodal Authority in respect of such Technical Bid. The decision of the Nodal Authority shall be final and binding in this regard.

(h) Declaration of Technically Qualified Bidders

- (i) The Bidders who meet all the Eligibility Condition and the test of responsiveness shall be declared “**Technically Qualified Bidders**” on the date mentioned in Clause 3.12.1 by a notification on MSTC’s website. Only the Technically Qualified Bidders will be intimated about their qualification for participation in electronic auction for the Financial Bid through notification in the MSTC website within their secured login as well as a system generated email. It shall be the sole responsibility of the Bidder to regularly check the MSTC website and log in to see whether it has qualified for participation in electronic auction or not.
- (ii) In the event that the total number of Technically Qualified Bidders is less than three, then this tender process shall be annulled and the PSDF Support shall be subjected to re-auction, as may be decided by the EPMC.

(i) Public Notification of List of the Technically Qualified Bidders

After conclusion of the Financial Bid, the Nodal Authority may publish the entire list of the Bidders who were declared as Technically Qualified Bidders.

(j) Notification of certain aspects of the supply of the e-bid RLNG

Prior to the commencement of the Financial Bid, the e-Bid RLNG Operator shall communicate to the Bidders the following: (i) build-up of the price of the e-bid RLNG upto the delivery point; (ii) maximum flow of the e-bid RLNG possible at the delivery point; and (iii) location of the delivery point.

**3.4 Financial Bid**

3.4.1 The Financial Bid shall be submitted on electronic platform created by MSTC Limited (a Government of India enterprise) and no physical Financial Bid shall be accepted or considered.

3.4.2 The technical details with respect to access to such electronic platform are provided in **Annexure – III** (*Technical Details with respect to electronic auction*).

3.4.3 In case of any technical clarification regarding access to the electronic auction platform or conduct of the auction process, the Bidders may contact MSTC directly at the address provided in **Annexure – III**.

3.4.4 The Technically Qualified Bidders will be required to participate in the electronic auction on the date mentioned in Clause 3.12.1 as per the process set out below.

3.4.5 The Financial Bid will comprise of:

- (i) The Total Incremental Electricity; and
- (ii) The Per Unit PSDF Support.

The electronic platform of MSTC will automatically calculate and display the quantity of the Required e-Bid RLNG to generate the quoted number of the Total Incremental Electricity based on the Allowable SHR value provided by the Central Electricity Authority. Further the Allowable SHR shall be adjusted with the gas requirement for Auxiliary Power Consumption as given in **Annexure– I**.

**3.4.6 Submission of the Financial Bid**

The Financial Bid shall be submitted on the electronic platform created by MSTC Limited as per the auction procedure mentioned in **Annexure – III**, the description of which is provided as follows.

(a) **Description of the electronic auction process**

The auction under this Tender Document shall be conducted at the Target PLF %, at which the auction under the Tender Document for SGPs is concluded. In this regard, the Bidders are requested to keep checking the results of the auction under the Tender Document for SGPs.

The auction will be conducted in two steps as follows:

- (i) Step 1: In the Step 1, the Bidders would be required to submit the quantum of the Total Incremental Electricity. The Step 1 will remain open for a period of 45 minutes during which the Bidder can increase (but not decrease) the Total Incremental Electricity in that period of 45 minutes any number of times. After the period of 45 minutes is over, the Bidders will no longer be able to change the quantum of the Total Incremental Electricity for that round of auction.

Once the period of 45 minutes is over, MSTC's system will calculate the aggregate quantum of the Required e-bid RLNG by all of the Technically Qualified Bidders ("Aggregate Required e-bid RLNG").

If the Aggregate Required e-bid RLNG is less than 120% of the Available e-bid RLNG, then the Available e-bid RLNG will be reduced in such manner so that the Aggregate Required e-bid RLNG is equal to 120% of the Available e-bid RLNG, after such reduction.

For example:

Suppose the Aggregate Required e-bid RLNG is 1.08 MMSCMD only. Then the quantum of the Available e-bid RLNG will be reduced to  $1.08/1.2 = 0.9$  MMSCMD only. The e-bid RLNG Operator will not import that balance  $(1.65-0.9) = 0.75$  MMSCMD e-bid RLNG.

Similarly, suppose, the Aggregate Required e-bid RLNG is 1.20 MMSCMD only. Then the Available e-bid RLNG will be reduced to  $1.20/1.2 = 1$  MMSCMD only. The e-bid RLNG Operator will not import that balance  $(1.65-1) = 0.65$  MMSCMD e-bid RLNG.

- (ii) During Step 2, each of the Technically Qualified Bidders will be required to quote Per Unit PSDF Support ("Step 2").

During Step 2, initially, when all Bidders will be at PSDF Support Ceiling Price, the provisional allocation will be done to those Bidders who have quoted the Total Incremental Electricity at earliest so that their cumulative Required e-Bid RLNG add up to 100% of the Available e-Bid RLNG. The other Bidders will have to start reducing this figure to get provisional allocation. The rules of financial bid (as described later) shall apply for subsequent provisional allocations.

Step 2 will run for 45 minutes with fifteen minutes auto extension option.

- (iii) Further, the Technically Qualified Bidders shall also comply with the rules set out in **Annexure – III**.

The Financial Bid shall also be subject to the following:

- (i) The Per Unit PSDF Support should be greater than or equal to Rs. 0.00 (Indian Rupees Zero) and less than or equal to the PSDF Support Ceiling Price.
- (ii) The Total Incremental Electricity shall be greater than 0 (Zero) Units and should not exceed the number of Units of electricity which can be generated above Base PLF and up to Target PLF during the Relevant Period.
- (b) Though the list of the Eligible Gas Based Plants is set out in Annexure – I, however, the eligibility to participate in the electronic auction by each of such the Bidder of the Eligible Gas Based Plant shall be subject to their Base PLF being lower than the Target PLF as applicable.

- (c) **Ranking of the Financial Bids and provisional online allocation of e-bid RLNG:**

The Technically Qualified Bidders shall be ranked in ascending order of Per Unit PSDF Support submitted by them. The allocation of the e-bid RLNG shall be in the said ascending order. The detailed methodology for this is more particularly set out in **Annexure –III**.

Based on the conclusion of the aforesaid process, MSTC shall communicate the list of “**Preferred Bidders**” to EPMC.

- (d) **Declaration of Successful Bidders and Issuance of Letter of Award:**

- (i) Upon receipt of a direction from the EPMC that a Letter of Award (“**Letter of Award**”) will be issued to the Preferred Bidder, the Nodal Authority will declare the Preferred Bidder as the “**Successful Bidder**”.



- (ii) The Nodal Authority shall issue the Letter of Award in duplicate to the Successful Bidder awarding Allocated e-bid RLNG and Per Unit PSDF Support. The Successful Bidder shall, within 3 (three) days of the receipt of the Letter of Award, sign and return the duplicate copy of the Letter of Award in acknowledgement thereof. In the event the duplicate copy of the Letter of Award duly signed by the Successful Bidder is not received by the stipulated date, the Nodal Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security and also terminate the Letter of Award.
- (iii) In the event that the e-bid RLNG provisionally allocated to a Successful Bidder is less than 90% of the Required e-bid RLNG, then that Successful Bidder may choose to:
  - (a) Accept the Letter of Award; or
  - (b) Opt out of the auction process. In such a case no penalty shall be levied on the Successful Bidder.

### **3.5 Preferred Bidder not to become Successful Bidder in certain cases**

- (i) Notwithstanding the above, in the event that the Nodal Authority or the EPMC determines that a Preferred Bidder should not be declared the Successful Bidder on account of any reason whatsoever, including without limitation the Preferred Bidder ceasing to comply with the Eligibility Condition.
- (ii) Notwithstanding anything contained in the Tender Document EPMC reserves the right to reject any Preferred Bidder on account of any reason whatsoever including without limitation the suitability of the Preferred Bidder and/or adequacy of the Bid and/or the competition so generated during the bidding process being inadequate or artificial. In such a case the EPMC may direct the Nodal Authority to forfeit the Bid Security of the Successful Bidder.

### **3.6 Signing of the PSDF Support Agreement**

- (i) Upon issuance of the Letter of Award, the Successful Bidder shall, within the period as prescribed in Clause 3.12.1, furnish the PSDF Performance Security as specified in Clause 7.1.1
- (ii) Upon receipt of PSDF Performance Security, the Nodal Authority shall execute the PSDF Support Agreement with the Successful Bidder. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the PSDF Support Agreement, except with the prior approval of EPMC at its sole discretion.

### **3.7 Signing of the e-bid RLNG Sale Agreement**

Upon issuance of the Letter of Award, the Successful Bidder shall, within the period as prescribed in Clause 3.12.1, execute the e-bid RLNG Sale Agreement with the e-bid RLNG Operator and submit the letter of credit as required under the e-bid RLNG Sale Agreement.

### **3.8 Pre-Bid Conference**

- 3.8.1 Pre-Bid conference of the Bidders shall be convened at the designated date as mentioned in Clause 3.12.1 at a time and place specified by the Nodal Authority. Only authorised representatives of the owners of the Eligible Gas Based Plants shall be allowed to participate in the pre-bid conference.
- 3.8.2 A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of duly issued authority letter from the Bidder and identity documents. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Nodal Authority.
- 3.8.3 The Nodal Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive tender process.
- 3.9 Tender Document Queries and Clarifications**
- 3.9.1 Any queries or request for additional information concerning this Tender Document may be sent by e-mail to the Nodal Authority at [gbphelpline-mop@nic.in](mailto:gbphelpline-mop@nic.in) in the format specified in **Annexure –VII** (*Format for seeking clarifications regarding the Tender Document*). The email should clearly bear the following subject Line: “*Queries/Request for Additional Information: Tender Document for the PSDF Support for Plants receiving domestic gas – Phase II*”.
- 3.9.2 Each query should contain complete details of facts, information and Applicable Law germane to the query and also the particulars of the person posing the query. The Nodal Authority reserves the right to not answer any query, including any query which is incomplete or anonymous.
- 3.9.3 The queries should be emailed **in .doc, .docx, .xls, .xlsx format**, on or before the date specified in Clause 3.12.1 for receiving queries.
- 3.9.4 The Nodal Authority shall endeavour to respond to the queries within the period specified in Clause 3.12.1. However, the Nodal Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 3.12.1 shall be taken or read as compelling or requiring the Nodal Authority to respond to any question or to provide any clarification. The Nodal Authority may publish the queries and its responses thereto on the website of Ministry of Power and MSTC, without identifying the source of queries.
- 3.9.5 The Nodal Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Nodal Authority shall be deemed to be part of the Tender Document. Provided however that, any non-written clarifications and information provided by the Nodal Authority, its employees or representatives in any manner whatsoever shall not in any way or manner be binding on the Nodal Authority.
- 3.9.6 The Nodal Authority shall not entertain any query or clarification from Bidders who fail to meet the Eligibility Condition.

3.9.7 Bids shall be deemed to be under consideration immediately after the Technical Bids are opened and until such time the Nodal Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Tender Document, from contacting by any means, the Nodal Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.9.8 Save and except as provided in this Tender Document, the Nodal Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

**3.10 Validity of Bids**

(i) The Technical Bids and the Financial Bids shall be valid till the expiry of 60 (sixty) days from the Technical Bid Due Date. The validity of Technical Bids and the Financial Bids may be extended by mutual consent of the respective Bidders and the Nodal Authority.

(ii) In the event that pursuant to the tender process a Bidder has been declared to be the Technically Qualified Bidder or the Successful Bidder, then the validity of Technical Bids and the Financial Bids submitted by such the Technically Qualified Bidder or the Successful Bidder shall stand extended by the mutual consent of the Technically Qualified Bidder or the Successful Bidder (as the case may be) and the Nodal Authority.

**3.11 Ineligibility of the Successful Bidders post conclusion of the Financial Bids**

3.11.1 Notwithstanding anything to the contrary anywhere under this Tender Document and in accordance with Clause 2.4.1.1 (j), in the event, the State Government(s) of certain Successful Bidders do not provide and extend applicable concessions and waivers as set out in sub-clauses (h) and (i) of Clause 2.4.1.1 on or before the date of signing of the PSDF Support Agreement, the said Successful Bidders shall become ineligible ("**Ineligible Successful Bidders**") to receive the support from PSDF Fund and the Allocated e-bid RLNG. In such a scenario, the Allocated e-bid RLNG of the Ineligible Successful Bidders shall become part of the Unallocated Available e-bid RLNG as per Clause 5.11.

3.11.2 The Nodal Authority will return all documents received from the Ineligible Successful Bidder(s) including the Bid Security. However, this will not affect the Nodal Authority's right of encashment/invocation of the Bid Security due to any other default or non-compliance by the Bidder.

**3.12 Schedule of the Tender Process**

3.12.1 The schedule of the Tender Process shall be as per the tentative timelines specified below:

Particulars	Timeline
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	<b>Particulars</b>	<b>Timeline</b>
1	Commencement of availability of Tender Document at the website of MSTC	Tuesday, September 1, 2015
2	Start of Technical bid	Wednesday, September 2, 2015
3	Pre-bid meeting	Friday, September 4, 2015
4	Last date of receiving queries from Bidders	Saturday, September 5, 2015
5	Last date for responses to queries of Bidders	Wednesday, September 9, 2015
6	Last date for closure of registration at the website of MSTC	1500 hours Friday, September 11, 2015
7	Dummy run of electronic auction	From September 2, 2015 to September 11, 2015
8	Technical Bid Due Date	1500 hours Friday, September 11, 2015
9	Last date of withdrawal of Technical bid	1500 hours Friday, September 11, 2015
10	Opening of the Technical Bid	1700 hours Friday, September 11, 2015
11	Declaration of Technically Qualified Bidders	0900 hours Tuesday, September 15, 2015
12	Conduct of electronic bidding for Eligible Gas Based Plants of the Technically Qualified Bidders (“Financial Bid Date”)	1100 hours Wednesday, September 16, 2015
13	EPMC Meeting	Wednesday, September 16, 2015
14	Issuance of Letter of Award to the Successful Bidders.	Thursday, September 17, 2015
15	Last date of submission of a copy of the Trust and Retention Account Agreement executed between the Successful Bidder and its lender to the Nodal Authority and such other information as may be required by the Nodal Authority.	1700 hours Monday, September 21, 2015
16	Execution of the PSDF Support Agreement between the Successful Bidders and Nodal Authority.	Thursday, September 24, 2015
17	Execution of the e-bid RLNG Sale Agreement between the Successful Bidders and GAIL.	Thursday, September 24, 2015
18	Delivery of the executed Discom’s Letter of Confirmations in the format prescribed in the PSDF Support Agreement, to the Nodal Authority	Saturday, September 26, 2015

*\* Any change in the timeline will be communicated through an addendum to the Tender Document.*

### 3.13 Periodic Payments by the Successful Bidder

The payment of all price, costs, charges and expenses to be made by the Successful Bidder to the e-bid RLNG Operator shall be in accordance with the terms set out in the e-bid RLNG Sale Agreement and the Successful Bidder shall solely be liable to bear the said price, costs, charges and expenses.

**4 Bid Criteria**

**4.1 Eligible Gas Based Plants**

The Eligible Gas Based Plants as finalised by EPMC for this Tender Document are as set out in **Annexure – I**.

**4.2 Eligibility Condition**

The Bidder should be the owner of an Eligible Gas Based Plant for which it is submitting the Bid.

**4.3 Limitation on total number of Bids**

With respect to one Eligible Gas Based Plant, only one Bid may be submitted for the PSDF Support. A Bidder owning more than one Eligible Gas Based Plant and being desirous of submitting Bids for more than one Eligible Gas Based Plant shall submit the Bid for each Eligible Gas Based Plant separately.

## 5 Instructions to Bidders

### 5.1 General Terms of Bidding

- 5.1.1 Notwithstanding anything to the contrary contained in this Tender Document, in the event of a conflict, the relevant provisions of the PSDF Support Agreement/the e-bid RLNG Sale Agreement/Office Memorandum shall have overriding effect as applicable. The EPMC may issue such clarifications as may be necessary in the event of a conflict between the relevant provisions of the PSDF Support Agreement/the e-bid RLNG Sale Agreement /Office Memorandum.
- 5.1.2 Bidders are required to deposit a Bid Security pursuant to Clause 6 of the Tender Document. The Bid Security is required to be provided in the form of a Bank Guarantee as per format provided in **Annexure –VIII** (*Bank Guarantee for Bid Security*).
- 5.1.3 The Bidders are also required to submit a Power of Attorney in substantially the same format provided in **Annexure–V** (*Power of Attorney for Signing the Bid*), authorising the signatory of the Bid to participate in the tender process and do all acts pursuant thereto on behalf of the Bidder, including usage of the digital signature on behalf of the Bidder. The Bidders are required to provide affidavit in the same format as specified in **Annexure –VI**.
- 5.1.4 The Bid and all communications in relation to or concerning the Tender Document and the Bid are required to be in the English language.
- 5.1.5 The documents including this Tender Document and all attached documents, provided by the Nodal Authority are and shall remain or become the properties of the Nodal Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are required to treat all such information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders in relation to the Bid, and the Nodal Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 5.1.6 Any Letter of Award pursuant to this Tender Document shall be subject to the terms hereof and any documents issued pursuant to the Office Memorandum, this Tender Document or any other document referred herein.
- 5.1.7 Bidders are clarified that the Eligible Gas Based Plants will be free to generate additional power by separately procuring additional RLNG from the market on their own and to sell such additional power so generated at market rates.
- 5.1.8 Bidders are clarified that Per Unit PSDF Support or the Revised Per Unit PSDF Support, as applicable, shall be available only for the Units of the Incremental Electricity supplied to the Discom(s).

- 5.1.9 It is clarified that Successful Bidders may generate electricity higher than the Total Incremental Electricity from the Allocated e-bid RLNG but subject to a maximum of 100% load factor, on account of efficient operations. The Successful Bidders will be free to sell such power to Discom(s), with whom they have executed the PPA(s) for sale of Total Incremental Electricity. However, the Per Unit PSDF Support or the Revised Per Unit PSDF Support, as applicable, shall not be available for such higher generation of electricity.
- 5.1.10 It is clarified that if production and supply of the Incremental Electricity to the Discom(s) is less than the Total Incremental Electricity, the same shall be treated in accordance with Clause 5.2 of PSDF Support Agreement.
- 5.1.11 The timing of the release of the PSDF Support Amount shall be subject to the availability of the funds in the Ministry of Power's relevant budget head

## **5.2 Change in Control and transfer**

### **5.2.1 Change in Control or transfer subsequent to determination of Successful Bidder**

5.2.1.1 Change in Control of the Successful Bidder or any transfer of the Eligible Gas Based Plant along with the rights in relation to the PSDF Support and Allocated e-bid RLNG, shall require the prior approval of the Nodal Authority.

5.2.1.2 In the event that any change in Control of the Successful Bidder or any proposed transfer of the Eligible Gas Based Plant along with the rights in relation to the PSDF Support and Allocated e-bid RLNG which requires prior consent approval, no-objection certificate or the like of the relevant authority or authorities under any Applicable Laws, then such approval shall be granted only if:

- (a) the transferee of such right, title or interest or the Successful Bidder subsequent to change of Control, as the case may be, also meets the Eligibility Condition; or
- (b) the Successful Bidder continues to meet the Eligibility Condition, as the case may be.

### **5.2.2 Change in Control prior to determination of Successful Bidder**

5.2.2.1 Upon submission of the Technical Bid but prior to determination of the Successful Bidder, no change in Control of a Bidder shall be permitted without the prior approval of the Nodal Authority.

5.2.2.2 The Nodal Authority may grant such approval only if such change in Control does not result in the Bidder becoming non-compliant with the Eligibility Condition.

5.2.2.3 By submitting the Bid, the Bidder acknowledges and agrees that in the event of a change in Control of a Bidder during the tender process, at any time until the determination of the Successful Bidder would be deemed to have knowledge of the same and shall be required to inform the Nodal Authority forthwith along with all relevant particulars about the same.

### **5.2.3 Consequences of default**

- 5.2.3.1 In the event of any change in Control or any transfer of right, title or interest in the Eligible Gas Based Plant which has bid for PSDF Support is not in conformity with this Tender Document or any Applicable Law, then in addition to any rights, remedy or consequences as may be applicable under Applicable Laws, the Nodal Authority may, in its sole discretion, appropriate the Bid Security or the PSDF Performance Security, disqualify the Bidder; terminate the PSDF Support Agreement executed with the Successful Bidder;
- 5.2.3.2 In such a case the e-bid RLNG Sale Agreement may also be terminated at the sole discretion of the e-bid RLNG Operator.
- 5.2.3.3 Any transfer of right, title or interest which is not in conformity with this Tender Document or Applicable Laws shall be deemed to be void *ab-initio*.

### 5.3 Cost of Bidding

- 5.3.1.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the tender process. The Nodal Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the tender process.

### 5.4 Verification of information by the Bidders

- 5.4.1 It shall be deemed that by submitting a Bid, the Bidder has:
- (a) made a complete and careful examination of the TenderDocument and unconditionally and irrevocably accepted the terms thereof;
  - (b) reviewed all relevant information provided by the Nodal Authority, as may be relevant to the Bid;
  - (c) accepted the risk of inadequacy, error or mistake in the information provided in the TenderDocument or furnished by or on behalf of the Nodal Authority relating to any of the matters related to the auction process;
  - (d) satisfied itself about all matters regarding the auction process and contribution by various stakeholders required for submitting an informed Bid, in accordance with thisTender Document and performance of all of its obligations;
  - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters related to the auction process or and the contribution by various stakeholders hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Nodal Authority, or a ground for termination of the PSDF Support Agreementand e-bid RLNG Sale Agreementby the Successful Bidder; and
  - (f) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 5.4.2 The Nodal Authority shall not be liable for any omission, mistake or error in respect of any of



the information provided or on account of any matter or thing arising out of or concerning or relating to the Tender Document, the Tender Document or the tender process, including any error or mistake therein or in any information or data given by the Nodal Authority.

- 5.4.3 It will be the responsibility of the Bidder to take into account various factors, such as, the contribution by various stakeholders, PPAs if any entered into or likely to be entered into by the Bidder, availability of transmission corridors and all other conditions likely to impact the generation and sale of power.

**5.5 Verification by the Nodal Authority and Disqualification**

- 5.5.1 The Nodal Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Document and the Bidder shall, when so required by the Nodal Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Nodal Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Nodal Authority thereunder.

- 5.5.2 The Nodal Authority reserves the right to reject any Bid and appropriate the entire Bid Security if:

- (a) at any time, a misrepresentation is made or uncovered,
- (b) the Bidder does not provide, within the time specified by the Nodal Authority, the supplemental information sought by the Nodal Authority for evaluation of the Bid, or
- (c) any act or omission of the Bidder results in violation of or non-compliance with the Office Memorandum, this Tender Document, or any other document referred therein or issued pursuant thereto or any Applicable Law relevant for the tender process.

- 5.5.3 The rejection of a bid under Clause 5.5.2 may lead to the disqualification of the Bidder for participating in any auction conducted by the Nodal Authority under the Scheme as per Office Memorandum for a period of one year starting from the date of appropriation of the Bid Security or any other earlier date specified by the Nodal Authority (“**Disqualification**”). In such cases, the Nodal Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Nodal Authority, including annulment of the tender process.

- 5.5.4 In the event that at any time after execution of the PSDF Support Agreement and e-bid RLNG Sale Agreement it is discovered that one or more disqualification conditions specified in Clause 5.5.2 were met, or any of the conditions have not been met by the Successful Bidder under the PSDF Support Agreement and the e-bid RLNG Sale Agreement, then the PSDF Support Agreement and the e-bid RLNG Sale Agreement may be terminated in accordance with the terms thereof and the Letter of Award shall be cancelled and withdrawn. In such case, the Successful Bidder shall also be disqualified from participating in any auction conducted by the Nodal Authority under the Scheme as per Office Memorandum for a period of one year from the date of termination of the PSDF Support Agreement and the e-bid RLNG Sale Agreement, whichever is earlier.

5.5.5 In the aforementioned events, the Nodal Authority shall be entitled to forfeit and appropriate the Bid Security or PSDF Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Nodal Authority under the Tender Document and/ or the PSDF Support Agreement, or otherwise, without any liability whatsoever.

#### 5.6 **Utilisation of Allocated e-bid RLNG**

5.6.1 The Successful Bidder shall not be permitted to use the Allocated e-bid RLNG for any purposes other than utilisation in the generation of power in the Eligible Gas Based Plant.

5.6.2 Rostering of e-bid RLNG among the Successful Bidders for their Eligible Gas Based Plants (for which they have been declared 'Successful Bidder') may be decided between the Successful Bidder and the e-bid RLNG Operator subject to operational and technical constraints in accordance with the definition hereto. The Rostering of e-bid RLNG shall be permitted solely for generation upto the Total Incremental Electricity by the Eligible Gas Based Plant receiving the e-bid RLNG from such Rostering. However, this will not restrict a Successful Bidder from generating electricity higher than the Total Incremental Electricity from the Allocated e-bid RLNG but subject to a maximum of 100% loading factor.

5.6.3 The aggregate e-bid RLNG received by virtue of the direct supply and Rostering shall not be more than the Allocated e-bid RLNG for the entire duration of the Relevant Period.

5.6.4 No Diversion of the e-bid RLNG shall be permitted.

5.6.5 Any non-compliance with the aforementioned requirement shall result in cancellation of the PSDF Support Agreement and the e-bid RLNG Sale Agreement and appropriation of the PSDF Performance Security.

#### 5.7 **Revision of Per Unit PSDF Support**

5.7.1 The indicative Delivered Price of the e-bid RLNG along with USD and Indian rupees components thereof shall be communicated to the Bidders before the auction process and any variation in the USD component of the indicative Delivered Price thereof shall be adjusted as per the formulae prescribed in the PSDF Support Agreement.

5.7.2 The applicable E1 and P1 as described in **Annexure - XIV** hereto and in Clause 2.8.2 of PSDF Support Agreement shall be communicated by the e-bid RLNG Operator before the electronic auction and the said E1 and P1 shall be taken into account by the Bidder for the purposes of their Bid.

5.7.3 In the event, the USD component of the indicative Delivered Price of the e-bid RLNG and the USD Exchange Rate fluctuate from the rates communicated by GAIL as aforesaid, whether upward or downward, the Per Unit PSDF Support shall accordingly stand adjusted ("**Revised Per Unit PSDF Support**") in accordance with the formulae set out in Clause 2.8 of the PSDF Support Agreement. The said adjustment shall be based on the invoice raised by the e-bid RLNG Operator.

5.7.4 The Revised Per Unit PSDF Support shall apply to the quantum of the Incremental Electricity

which is produced from the e-bid RLNG supplied at revised RLNG price as per the invoice raised by the e-bid RLNG Operator, due to variations in the Delivered Price of the e-bid RLNG and the USD Exchange Rate.

- 5.7.5 In the scenario wherein the Contingency Reserve stands exhausted due to the adjustment of Per Unit PSDF Support pursuant to Clause 5.7.3 above the Bidder shall have the option to continue producing Incremental Electricity at the Per Unit PSDF Support without any revision as contemplated above. Provided however that even after the exhaustion of the Contingency Reserve, the downward revision of the Per Unit PSDF Price shall be permissible in terms of Clause 5.7 of the Tender Document in which case the lower Revised Per Unit PSDF Support shall be applicable. In case the Bidder chooses to discontinue generation of Incremental Electricity due to exhaustion of the Contingency Reserve then no adverse consequences under the Tender Document, PSDF Support Agreement and e-bid RLNG Sale Agreement shall be applicable post such discontinuation. It is clarified that all consequences under the Tender Document, PSDF Support Agreement and e-bid RLNG Sale Agreement shall continue to be in full force prior to election of such discontinuation and shall be applicable proportionately after the Successful Bidder has elected such a reduction.
- 5.7.6 The exhaustion of the Contingency Reserve so set aside will be suitably informed in advance to the Successful Bidders by the Nodal Authority.
- 5.7.7 It is clarified that the Bidders shall bid and shall be deemed to have bid under this Tender Document on the basis of the Delivered Price as communicated by the e-bid RLNG Operator to the Bidder before the electronic auction.

**5.8 Amendment of Tender Document**

- 5.8.1 At any time prior to the Technical Bid Due Date, the Nodal Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender Document by the issuance of an addendum and/or corrigendum.
- 5.8.2 Any addendum and/or corrigendum issued hereunder will be in writing and shall be accessible to all the Bidders and shall be deemed to be part of the Tender Document.
- 5.8.3 In order to afford the Bidders a reasonable time for taking an addendum and corrigendum into account, or for any other reason, the Nodal Authority may, in its sole discretion, extend the Technical Bid Due Date in accordance with this Clause 5.8.

**5.9 Preparation and Submission of Financial Bids**

The Financial Bids shall be submitted in accordance with the process specified in **Annexure – III**.

**5.10 Rejection of Bids**

- 5.10.1 Notwithstanding anything contained in this Tender Document, the Nodal Authority reserves the right to reject any Bid and/or to annul the tender process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In case such cancellation is pursuant to non-

compliance by the relevant Bidders vis-à-vis submissions of Bid then the Nodal Authority reserves the right to appropriate the relevant Bid Security submitted by such non-compliant Bidders.

5.10.2 The Nodal Authority reserves the right not to proceed with the tender process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

5.10.3 Without prejudice to the generality of the foregoing, the Nodal Authority reserves the right to reject any Bid on any criteria specified in this Tender Document, including without limitation, the following:

- (a) Bids have not been submitted with all the information and details listed in this Tender Document.
- (b) Bid is non responsive in terms of Clause 3.3 (g).
- (c) Bids have been submitted without Bid Security or period of validity.
- (d) Bids have otherwise not been submitted in accordance with the Tender Document.

**5.11 Allocation of the Unallocated e-bid RLNG by the e-bid RLNG Operator**

5.11.1 For the purposes of this Tender Document, the e-bid RLNG Operator has set aside the Available e-bid RLNG for allocation and supply to the Bidders.

5.11.2 In the event, after completion of the tender process under this Tender Document, if the Unallocated Available e-bid RLNG is less than 10% of the Available e-bid RLNG, the e-bid RLNG Operator shall be entitled to allocate such Unallocated Available e-bid RLNG to the Successful Bidders ranked in the ascending order of the Per Unit PSDF Support. The Successful Bidders shall have right in their ascending ranks to purchase the Unallocated Available e-bid RLNG. A Successful Bidder shall have right to purchase the Unallocated Available e-bid RLNG upto the Target PLF of 70%.

5.11.3 If a Successful Bidder is allocated additional e-bid RLNG from the Unallocated Available e-bid RLNG by the e-bid RLNG Operator, then such additional e-bid RLNG shall also be considered and form part of the 'Allocated e-bid RLNG', the number of the Total Incremental Electricity quoted by the Successful Bidder in the Financial Bid shall stand increased proportionately and the total PSDF Support to be received by the Successful Bidder shall also stand increased proportionately at the same rate of Per Unit PSDF Support or Revised Per Unit PSDF Support, as the case may be. The PSDF Support Agreement shall accordingly be entered into capturing the same.

**5.12 Allocation of the Unutilised e-bid RLNG by the e-bid RLNG Operator**

5.12.1 In the event, any of the Successful Bidders does not purchase or fails to purchase, due to any reason, part or whole of the e-bid RLNG ("**Unutilised e-bid RLNG**") allocated pursuant to the auction under the Tender Document, the e-bid RLNG Operator has been authorised to allocate and supply the Unutilised e-bid RLNG to the other Successful Bidders ranked in the ascending order of the Per Unit PSDF Support. The other Successful Bidders shall have right

in their ascending ranks to purchase the Unutilised e-bid RLNG. A Successful Bidder shall have right receive the Unutilised e-bid RLNG upto the Target PLF of 70%.

- 5.12.2 If the e-bid RLNG Operator at its discretion offers part or whole of the Unutilised RLNG to the Successful Bidder, the Successful Bidder at its sole discretion may decide to purchase such Unutilised e-bid RLNG.
- 5.12.3 If a Successful Bidder receives the Unutilised e-bid RLNG ("**Additional e-bid RLNG**"), then Units of electricity to be generated by the Additional e-bid RLNG shall be considered as 'Incremental Electricity' for the purposes of this PSDF Support Agreement and the number of the Total Incremental Electricity shall stand increased accordingly.
- 5.12.4 The Successful Bidder shall be entitled to receive additional PSDF Support ("**Additional PSDF Support**") at the rate of Per Unit PSDF Support or Revised Per Unit PSDF Support, as applicable, for the 'Incremental Electricity' generated from the Additional e-bid RLNG in accordance with the provisions of the PSDF Support Agreement.
- 5.12.5 The percentage of the Target PLF shall stand revised as per the terms of allocation of the Additional e-bid RLNG to the Successful Bidder. However, the Target PLF cannot exceed 70% PLF due to the allocation of the Additional e-bid RLNG and generation of the 'Incremental Electricity'.

5.13 **Issuance of Fresh Tender**

The Nodal Authority shall be entitled to issue fresh Tender and invite fresh bids if Unallocated Available e- bid RLNG is equal to or more than 10% of the Available e- bid RLNG. In such scenario, this tender process may be annulled and the PSDF Support and the Available e-bid RLNG may be subjected to re-auction.

## 6 Bid Security

6.1.1 The Bidder shall furnish as part of its Technical Bid, a security in the form of a bank guarantee payable at Delhi by an Acceptable Bank, in favour of the Nodal Authority in substantially the same format as prescribed at **Annexure –VIII** (the “**Bid Security**”) and having a validity period of not less than 60 (sixty) days from the Technical Bid Due Date and may be substituted with another bank guarantee of the same value issued in accordance with this Clause 6, which is valid for an extended period as may be mutually agreed between the Nodal Authority and the Bidder from time to time.

6.1.2 The amount of the Bid Security to be provided by the Bidders as a part of their Technical Bid is set out in **Annexure–XIII** which has been calculated based on the following formula:

The Bid Security amount to be higher of:

- (i) (in Rupees) 2% of {PSDF Support Ceiling Price (Rs. 1.97) X (24 hours X 183 days) X 1000 X Installed capacity (in MW) of the Eligible Gas Based Plant X (35%Base PLF)}; and
- (ii) Rs. 25,00,000/-.

6.1.3 Save and except as provided in this Tender Document, the Bid Security of unsuccessful Bidders will be returned by the Nodal Authority, without any interest, as promptly as possible after issuance of Letter of Award to the Successful Bidders or when the tender process is cancelled by the Nodal Authority.

6.1.4 The Successful Bidder’s Bid Security will be returned, without any interest, upon the signing of the PSDF Support Agreement, the e-bid RLNG Sale Agreement and furnishing of the PSDF Performance Security in accordance with the provisions thereof.

6.1.5 The Nodal Authority shall be entitled to forfeit and appropriate the Bid Security as liquidated damages, *inter alia* in any of the events specified in this Tender Document. The Bidder, by submitting its Bid pursuant to this Tender Document, shall be deemed to have acknowledged and confirmed that the Nodal Authority will suffer loss and damage on account of withdrawal of its Bid (after last date of withdrawal set out in Clause 3.12.1) or for any other default by the Bidder during the period of Bid validity as specified in this Tender Document. No relaxation of any kind on Bid Security shall be given to any Bidder.

6.1.6 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Nodal Authority including but not limited to disqualifying the Bidder from participating in any auction conducted by the Nodal Authority under the Scheme as per Office Memorandum for a period of one year from the date of this Tender Document, or otherwise, under, *inter alia*, the following conditions:

- (a) If a Bidder engages in a Corrupt practice, Fraudulent practice, Coercive practice, Undesirable practice or Restrictive practice as specified in Clause 9 of this Tender

Document;

- (b) If a Bidder withdraws its Bid (after last date of the withdrawal as set out in Clause 3.12.1) during the period of Bid validity as specified in this Tender Document or as extended by mutual consent of the respective Bidder(s) and the Nodal Authority;
- (c) If the Bidder abstains from participating in the Financial Bid post submission of Technical Bid.
- (d) In the case of Successful Bidder, if it fails within the specified time limit -
  - (i) to furnish the PSDF Performance Security within the period prescribed in this Tender Document;
  - (ii) to sign the PSDF Support Agreement; or
  - (iii) to sign the e-bid RLNG Sale Agreement.
- (e) If any act of the Bidder results in any act or omission which results in violation of or non-compliance with the Office Memorandum, this Tender Document, or any other document referred therein or issued pursuant thereto or any Applicable Law relevant for the tender process.

**7 PSDF Performance Security**

7.1.1 The Successful Bidder shall provide to the Nodal Authority an irrevocable and unconditional guarantee from an Acceptable Bank payable at Delhi, for the performance of its obligations under the PSDF Support Agreement, within such time as specified in Clause 3.12.1 in substantially the form as provided in **Annexure –IX** (“PSDF Performance Security”).

7.1.2 The PSDF Performance Security amount shall be 10% of the total PSDF Support receivable by the Successful Bidder.

7.1.3 The PSDF Performance Security shall remain valid for a period of 245 days from the date of issuance of such PSDF Performance Security.

7.1.4 Appropriation of PSDF Performance Security:

The PSDF Performance Security may be appropriated by the Nodal Authority in the manner specified in the PSDF Support Agreement.



## 8 Fraud and Corrupt Practices

- 8.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tender process and subsequent to the issue of the Letter of Award and during the subsistence of the PSDF Support Agreement and the e-bid RLNG Sale Agreement. Notwithstanding anything to the contrary contained herein, or in the Letter of Award or the PSDF Support Agreement, the Nodal Authority may reject a Bid, withdraw the Letter of Award, or terminate the PSDF Support Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, Technically Qualified Bidder, Preferred Bidder, or the Successful Bidder, as the case may be. If the Nodal Authority determines that the Bidder, Technically Qualified Bidder, Preferred Bidder, or Successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the tender process. In such an event, the Nodal Authority shall be entitled to forfeit and appropriate the Bid Security or PSDF Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Nodal Authority under the Tender Document and/ or the PSDF Support Agreement, or otherwise.
- 8.1.2 Without prejudice to the rights of the Nodal Authority under Clause 8.1.1 hereinabove and the rights and remedies which the Nodal Authority may have under the Letter of Award or the PSDF Support Agreement, or otherwise if a Bidder, Technically Qualified Bidder, Preferred Bidder or Successful Bidder, as the case may be, is found by the Nodal Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the tender process, or after the issuance of the Letter of Award or the execution of the PSDF Support Agreement, such Bidder, Technically Qualified Bidder, Preferred Bidder or Successful Bidder shall not be eligible to participate in any process undertaken by the Nodal Authority in further auctions under the Office Memorandum during a period of 1 (one) year from the date such Bidder, Technically Qualified Bidder, Preferred Bidder or Successful Bidder, as the case may be, is found by the Nodal Authority to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practices, as the case may be.
- 8.1.3 For the purposes of this Clause 8, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the tender process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Nodal Authority who is or has been associated in any manner, directly or indirectly, with the tender process or the Letter of Award or has dealt with matters concerning the

PSDF Support Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Nodal Authority, shall be deemed to constitute influencing the actions of a person connected with the tender process); or (ii) save and except as permitted under this Tender Document, engaging in any manner whatsoever, whether during the tender process or after the issue of the Letter of Award or after the execution of the PSDF Support Agreement, as the case may be, any person in respect of any matter relating to the PSDF Support or the Letter of Award or the PSDF Support Agreement, who at any time has been or is a legal, financial or technical adviser of the Nodal Authority in relation to any matter concerning the PSDF Support;

- (b) **“Fraudulent Practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the tender process;
- (c) **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the tender process;
- (d) **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by the Nodal Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tender process; (ii) having a conflict of interest; or (iii) violating of any Applicable Law; and
- (e) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the tender process.

**9 Other Provisions**

**9.1 Miscellaneous**

9.1.1 The tender process shall be governed by, and construed in accordance with, the laws of India and the dispute resolution shall be subject to the same.

9.1.2 The Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with this Tender Document and the tender process hereunder.

9.1.3 The Nodal Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) suspend and/ or cancel the tender process and/ or amend and/ or supplement the tender process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) retain any information and/ or evidence submitted to the Nodal Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

9.1.4 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Nodal Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the tender process and waives, to the fullest extent permitted by Applicable Laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

**9.1.5 Proprietary data**

All documents and other information supplied by a Bidder to the Nodal Authority shall remain or become the property of the Nodal Authority. It will not return any Bid or any information provided by the Bidder.

## Annexure I - Eligible Gas Based Plants

S No.	Name of Eligible Gas Based Plant	Installed Capacity (MW)	State	Name of the owner	Base PLF (%)	Normative SHR (Kcal/KWh)	Allowable SHR (+5%) (Kcal/KWh)	Auxiliary Power Consumption (%)
1	NTPC FARIDABAD CCPP	431.59	HARYANA	NTPC LIMITED	42.3	1,975.00	2,073.75	2.50%
2	NTPC ANTA CCPP	419.33	RAJASTHAN	NTPC LIMITED	47.9	2,075.00	2,178.75	2.50%
3	NTPC AURAIYA CCPP	663.36	UTTAR PRADESH	NTPC LIMITED	28.5	2,100.00	2,205.00	2.50%
4	NTPC DADRI CCPP	829.78	UTTAR PRADESH	NTPC LIMITED	34.6	2,000.00	2,100.00	2.50%
5	NTPC GANDHAR (JHANORE)	657.39	GUJARAT	NTPC LIMITED	31	2,040.00	2,142.00	2.50%
6	NTPC KAWAS CCPP	656.2	GUJARAT	NTPC LIMITED	31.8	2,050.00	2,152.50	2.50%
7	I.P CCPP	270	DELHI	PRAGATI POWER CORPORATION LIMITED	41.2	2,450.00	2,572.50	3.00%
8	PRAGATI CCGT-III	750	DELHI	PRAGATI POWER CORPORATION LIMITED	33.5	1,845.14	1,937.40	2.50%
9	PRAGATI CCGT	330.4	DELHI	PRAGATI POWER CORPORATION LIMITED	66.2	1,969.00	2,067.45	3.00%
10	DHOLPUR CCPP	330	RAJASTHAN	RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LIMITED	31.2	2,244.00	2,356.20	5.64%
11	DHUVARAN CCPP(GSECL)	106.42	GUJARAT	GUJARAT STATE ELECTRICITY CORPORATION LIMITED	17.1	1,943.40	2,040.57	3.38%
12	HAZIRA CCPP (GSEG)	156.1	GUJARAT	GUJARAT STATE ENERGY GENERATION LIMITED	16.0	2,000.00	2,100.00	2.90%
13	UTRAN CCPP (GSECL)	144	GUJARAT	GUJARAT STATE ELECTRICITY CORPORATION	10.4	2,257.50	2,370.38	4.00%

S No.	Name of Eligible Gas Based Plant	Installed Capacity (MW)	State	Name of the owner	Base PLF (%)	Normative SHR (Kcal/KWh)	Allowable SHR (+5%) (Kcal/KWh)	Auxiliary Power Consumption (%)
				LIMITED				
14	URAN CCPP (MAHAGENCO)	672	MAHARASHTRA	MAHARASHTRA STATE POWER GENERATION COMPANY LIMITED	60.0	2,239.30	2,351.27	3.00%
15	TROMBAY CPP(TPC)	180	MAHARASHTRA	TATA POWER COMPANY LTD.	78.5	1,968.00	2,066.40	2.54%
16	BARODA CCPP(GIPCL)	160	GUJARAT	GUJARAT INDUSTRIES POWER COMPANY LTD.	3.1	2,038.00	2,139.90	2.90%
17	GODAVARI (SPECTRUM)	208	ANDHRA PRADESH	SPECTRUM POWER GENERATION LIMITED	28.4	2,131.50	2,238.08	3.00%
18	JEGURUPADU CCPP (GVK)	235.4	ANDHRA PRADESH	GVK INDUSTRIES LIMITED	25.4	2,000.00	2,100.00	3.00%
19	KONDAPALLI CCPP(LANCO)	350	ANDHRA PRADESH	LANCO KONDAPALLI POWER LTD	19.8	2,052.80	2,155.44	3.50%
20	PEDDAPURAM (BSES)	220	ANDHRA PRADESH	RELIANCE INFRASTRUCTURE LIMITED	11.6	1,970.87	2,069.42	3.00%
21	VIJESWARAN CCPP	272	ANDHRA PRADESH	ANDHRA PRADESH GAS POWER CORPORATION LIMITED	24.8	2,133.23	2,239.89	1.84%
22	PEGUTHAN CCPP (GTEC)	655	GUJARAT	CLP INDIA PRIVATE LIMITED	5.4	1,950.00	2,047.50	2.90%
23	SUGEN CCPP(TORRENT)	1147.5	GUJARAT	TORRENT POWER LIMITED	25.6	1,737.00	1,823.85	3.45%

**Note:** Units at the same location under the same SPV / company and having the same Trust and Retention Account may be treated as units of a single plant. In cases of such clubbing of units, Central Electricity Authority will rework the Normative SHR, Allowable SHR and Auxiliary Power Consumption and communicate the same to the project developer. For this purpose, the project developers may write directly to Central Electricity Authority at [gbphelpline-mop@nic.in](mailto:gbphelpline-mop@nic.in) before September 3, 2015, who will decide the matter in accordance with the principles above and communicate it to the project developers by September 5, 2015.

The units of the Bidders which had bid as a single Eligible Gas Based Plant in the previous auction under Phase - I may continue to bid as a single Eligible Gas Based Plant under this Phase – II also. No separate permission will be required if they want to Bid as separate Eligible Gas Based Plants.

**Annexure II - List of Acceptable Banks**

<b>S.N.</b>	<b>Name</b>
<b>A</b>	<b>State Bank of India &amp; Associates</b>
1	State Bank of Bikaner & Jaipur
2	State Bank of India
3	State Bank of Hyderabad
4	State Bank of Mysore
5	State Bank of Patiala
6	State Bank of Travancore
<b>B</b>	<b>Public Sector Banks</b>
1	Allahabad Bank
2	Andhra Bank
3	Bank of India
4	Bank of Maharashtra
5	BharatiyaMahila Bank
6	Canara Bank
7	Central Bank of India
8	Corporation Bank
9	Dena Bank
10	Indian Bank
11	Indian Overseas Bank
12	Oriental Bank of Commerce
13	Punjab National Bank
14	Punjab & Sind Bank
15	Syndicate Bank
16	Union Bank
17	United Bank of India
18	UCO Bank
19	Vijaya Bank
20	Bank of Baroda
<b>C</b>	<b>Other Public Sector Banks</b>
1	IDBI Bank Limited

<b>D</b>	<b>Private Banks</b>
1	Catholic Syrian Bank Ltd.
2	City Union Bank Ltd.
3	Development Credit Bank Ltd.
4	Dhanalakshmi Bank Ltd.
5	Federal Bank Ltd.
6	HDFC Bank Ltd.
7	ICICI Bank Ltd.
8	IndusInd Bank Ltd.
9	ING Vysya Bank Ltd.
10	Jammu and Kashmir Bank Ltd.
11	Karnataka Bank Ltd.
12	KarurVysya Bank Ltd.
13	Kotak Mahindra Bank Ltd.
14	Lakshmi Vilas Bank Ltd.
15	Nainital Bank Ltd.
16	Ratnakar Bank Ltd.
17	SBI Commercial International Bank Ltd.
18	South Indian Bank Ltd.
19	Tamilnad Mercantile Bank Ltd.
20	Axis Bank Ltd.
21	Yes Bank Ltd.
22	Catholic Syrian Bank Ltd.
<b>E</b>	<b>Foreign Banks</b>
1	ABN Amro Bank N.V.
2	Abu Dhabi Commercial Bank Ltd.
3	American Express Banking Corporation
4	Antwerp Diamond Bank N.V.
5	Arab Bangladesh Bank
6	Bank International Indonesia
7	Bank of America
8	Bank of Bahrain and Kuwait B.S.C.
9	Bank of Ceylon
10	Bank of Nova Scotia
11	Bank of Tokyo – Mitsubishi Ltd.
12	Barclays Bank Plc.
13	BNP Paribas
14	China Trust Commercial Bank

15	Shinhan Bank
16	Citi Bank N.A.
17	Calyon Bank
18	Deutsche Bank
19	DBS Bank Ltd.
20	The Hongkong and Shanghai Banking Corporation Ltd.
21	J.P. Morgan Chase Bank N.A.
22	Krung Thai Bank Public Company Ltd.
23	Mashreq Bank p.s.c.
24	Mizuho Corporate Bank Ltd.
25	Oman International Bank S.A.O.G.
26	SocieteGenerale
27	Sonali Bank
28	Standard Chartered Bank
29	State Bank of Mauritius Ltd.



### Annexure III – Technical Details with respect to Electronic Auction

#### 1. **Registration Methodology:**

- 1.1 In order to submit online bids for e-Bid RLNG, a Bidder needs to register itself as a Buyer with the e-auction website of MSTC Limited, A Government of India Enterprise. For this the bidder should visit the website [www.mstcecommerce.com/auctionhome/psdf](http://www.mstcecommerce.com/auctionhome/psdf) and click on the button “Registration”.
- 1.2 The Bidder should read carefully the **GENERAL TERMS & CONDITIONS OF e-AUCTION** that will appear on screen and click on the “**Proceed**” button at the bottom of the page.
- 1.3 The Bidder should also read the subsequent **BUYER SPECIFIC TERMS & CONDITIONS (BSTC)** and “**Agree**” to the same to proceed for registration.
- 1.4 An online Registration Form will appear on screen and the Bidder has to fill up the same with correct information. During this process, the Bidder shall create his user id and password and keep note of the same. The Bidder shall ensure that the secrecy of his user id and password is maintained at all time and he/she shall alone be responsible for any misuse of the user id and password. The Bidder may also refer to the Bidder Guide available online in the above mentioned website for assistance.
- 1.5 On successful submission of the online registration Form, the Bidder shall receive a confirmation email in the registered email address advising the Bidder to submit the following documents.
  - (a) Self attested Income Tax PAN Card. In case of a registered Company, the Company’s PAN card and in case of a proprietorship firm, proprietor’s personal PAN card is required. In case of partnership firm, PAN of the firm and that of the authorized partner are to be submitted.
  - (b) Two passport size photographs of the contact person.
  - (c) Letter of Authorization from Chairman/MD/Directors/CEO/Company Secretary in favour of the contact person in the standard format available in the home page of RLNG allocation website.
  - (d) Proof of Identity of the contact person in the form of Company ID Card/PAN Card/Voter ID Card.

(e) Copy of the confirmation email.

1.6 A non refundable registration fee of Rs 10,000/- plus applicable service tax to be paid online to the following bank account.

Bank Details : Axis Bank, Shakespeare Sarani Branch, Kolkata

Account Details: Axis Bank A/c.No.005010200057840

IFSC Code No. : UTIB0000005.

The details of payment made like UTR No, remitting bank name, date of payment and amount should be provided in the covering letter

1.7 The Bidder shall have to submit all the above documents to MSTC Limited for verification and activation of their login ids. The Bidders shall send scanned copies of the above documents to the designated email id only which is given below.

[rlng@mstcindia.co.in](mailto:rlng@mstcindia.co.in)

1.8 It may be noted that the Bidders need not visit any of the offices of MSTC Limited for submission of the documents. However, the Bidders may contact the following offices of MSTC for seeking assistance on the bidding process.

MSTC Limited E-Commerce Division 225-F, A.J.C Bose Road, 2 <sup>nd</sup> Floor Kolkata - 700 020 Telephone : 03322901004	MSTC Limited Northern Regional Office 30/31A JeevanVikas Building, 1st Floor, Asaf Ali Road (opp. Hamdard) New Delhi - 110 002. Telephone : 01132068276
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1.9 Once the complete set of documents is received from a Bidder, MSTC shall activate the Bidder's login after verification / scrutiny of the documents. MSTC reserves the right to call for additional documents from the Bidder if needed and the Bidder shall be obliged to submit the same.

1.10 After activation of login, a Bidder will be issued a Photo Identity Card by MSTC bearing the photograph and signature of the contact person. The Photo Identity Card shall be duly authenticated by MSTC officials.

1.11 On completion of the above stated registration process, a Bidder shall be able to login to MSTC's website.

1.12 If a Bidder company has multiple Eligible Gas Based Plants for which it intends to submit bids in the e-reverse bidding for e-Bid RLNG, then the Bidder needs to have separate registrations for each of the Eligible Gas Based Plant.

**2. Technical Bid**

The Technical Bid shall be submitted as per Clause 3.3 of the Tender Document.

**3. Submission of Financial Bid:**

3.1 Only the Technically Qualified Bidders will be intimated about their qualification for participation in electronic auction through notification in the MSTC website within their secured login as well as a system generated email. It shall be the sole responsibility of the Bidder to regularly check the MSTC website and log in to see whether it has qualified for participation in electronic auction or not. MSTC / the Nodal Authority will not be responsible for non-receipt of email by the Bidder and its consequences.

3.2 E-auction is the process of inviting binding Bids from the Technically Qualified Bidders through internet for the purpose of determination of the Preferred Bidder. During this process, the Technically Qualified Bidder (bidder) will be able to submit its bid as many times as it wishes for getting allotment of e-Bid RLNG. The Bidders will remain anonymous to other Bidders participating in the electronic auction process as well as to MSTC / Ministry of Power.

3.3 The Technically Qualified Bidders will be required to submit their Financial Bid through an online e-reverse bidding process to be conducted on MSTC website [www.mstcecommerce.com/auctionhome/psdf](http://www.mstcecommerce.com/auctionhome/psdf). In this process, the Bidder, after logging in to the above stated website, will have to click on the link "View Details". In the next page, the Bidder shall have a link "View Live Auctions".

3.4 Once the Bidder clicks on the link "View Live Auctions", the Bidder will be able to view the list of running auctions at that point of time. On clicking this link, the Bidder will be able to enter the auction bidding floor.

3.5 Residue quantity of e-Bid RLNG will not be displayed onscreen to the Bidders during the bidding process.

3.6 The bidding in auction will be conducted in two steps as given below.

- (a) Step 1. Auction will remain open for 45 minutes duration during which the Bidders will be required to submit the Total Incremental Electricity subject to a maximum value corresponding to applicable Target PLF. During this period a Bidder can only increase the Total Incremental Electricity and the last Bid submitted will only be considered for Step 2 of the auction, if any. If a Bidder doesn't quote in this step, it will be deemed that the Total Incremental Electricity value for the Bidder is "zero". The system will calculate the quantity of e-Bid RLNG that would be required to generate the quoted number of Units of Total Incremental Electricity based on Allowable SHR provided by the Central Electricity Authority. After which, the Bidder will be required to click on BID button to register its Bid. The Bid should be submitted duly signed with the registered DSC of the Bidder. Successful submission of Bid will display the quantity of e-Bid RLNG provisionally allotted to the Bidder. At this stage, the field to quote the Per Unit PSDF Support will remain disabled and the Bidder will not be able to quote any price in the said field.

At the end of Step 1, the system will calculate the Aggregate Required e-Bid RLNG and the same will be checked against the Available e-Bid RLNG.

In case, at the end of Step 1 for Target PLF value, the Aggregate Required e-bid RLNG is less than 120% of the Available e-bid RLNG, then the Available e-bid RLNG will be reduced in such manner so that the Aggregate Required e-bid RLNG is equal to 120% of the Available e-bid RLNG, after such reduction.

For example, if the aggregate demand is 1.08 MMSCMD only, then the Available e-bid RLNG will be reduced to  $1.08/1.2 = 0.90$  MMSCMD only. GAIL will not import that balance  $(1.65-0.9)=0.75$  MMSCMD gas.

If the Aggregate Required e-bid RLNG is equal to or above 120% of the Available e-bid RLNG; the Available e-bid RLNG will be 1.65 MMSCMD.

- (b) Step 2. The field for entering the bid value for Per Unit PSDF Support will be enabled and the field for entering the Total Incremental Electricity will remain disabled. The normal bidding time for step 2 will be 45 minutes and the auto extension will be for 15 minutes.

3.7 The provisional allotment of e-Bid RLNG shall be done and displayed online to the Bidders on

real time basis by following the rules as given below. The Bidder may note that the allotment of e-Bid RLNG during the bidding as displayed on screen is purely provisional and may change depending on the Bids submitted by other Bidders. Hence, the Bidders are advised to keep refreshing the website to get the latest information from the server and take suitable action.

3.8 The following rules shall be applicable for the Financial Bid.

- (a) A Bidder has to quote Per Unit PSDF Support value less than or equal to the PSDF Support Ceiling Price fixed for the auction. All subsequent Bids in the auction for Per Unit PSDF support price should be lower than the last quoted value for the same by the Bidder.
- (b) The decrement value for Per Unit PSDF Support is Rs. 0.01 or multiples thereof.
- (c) A Bidder can increase the no. of Units of Total Incremental Electricity upto the value limited by the Target PLF; but in no case a Bidder will be allowed to reduce the value for no. of Units of Total Incremental Electricity already quoted by it in the auction either in the same round or in the previous rounds.
- (d) L1 & H1 bid for PSDF Support will be displayed on screen to bidders. L1 and H1 bids mean the highest and the lowest bid of Per Unit PSDF Support for which some provisional allotment of e-Bid RLNG has been made at that point of time. A Bidder has to quote at least below the H1 bid to secure consideration of e-bid RLNG allotment.
- (e) Bidder will be displayed the quantity of e-bid RLNG provisionally allotted to him on real time basis at any point of time during the currency of auction.
- (f) Bidder shall have to refresh his webpage to get the latest information about prices and provisional allotment of e-bid RLNG.
- (g) Bidders names will not be displayed anywhere during auction process.
- (h) There will be only one standing bid for a bidder at any point of time during the auction.

3.9 Rule for provisional online allotment of e-bid RLNG.

The Bidder seeking the least Per Unit PSDF Support shall be first allotted (provisionally) its required quantum of e-bid RLNG followed by other Bidders in ascending order till the quantum of e-Bid RLNG or the sum of the product of the Per Unit PSDF support and no. of Units of Total Incremental Electricity exceeds the available amount of the PSDF Support, whichever is earlier. The other Bidders will have to reduce the Per Unit PSDF Support to secure any consideration for e-bid RLNG. If two or more Bidders, quote the same Per Unit PSDF Support, the Bidder submitting the Bid earlier will get the preference for allotment of e-bid RLNG. However, in the event a Bidder quotes such a value for Per Unit PSDF Support which requires de-allocation of some provisionally allotted quantum of e-bid RLNG of other Bidder(s), then such de-allocation will be done in the descending order of Per Unit PSDF Support (i.e de-allocation will be done for the Bidder with highest Per Unit PSDF Support at that point of time). If two or more Bidders have quoted the same Per Unit PSDF Support, then de-allocation will first be done from the Bidder with the lowest allotted quantity of e-bid RLNG. If two or more Bidders have quoted the same Per Unit PSDF Support and have been provisionally allotted the same e-bid RLNG quantity, then de-allocation will be done in the descending order of bid time (i.e last bid will be de-allocated first).

- 3.10 The electronic auction process will have a scheduled start and close time which will be displayed on screen. A Bidder will be able to put its Bid after the start of bid time and till the close time of electronic auction. The current server time (IST) will also be displayed on the screen. In the event a Bid is received during the last 15 (Fifteen) minutes before the scheduled close time of electronic auction, the close time of electronic auction will be automatically extended by 15 (fifteen) minutes from the last received Bid time to give equal opportunity to all other bidders. This process of auto extension will continue till there is a period of 15 (fifteen) minutes during which no Bid is received.

For example, assuming that the initial scheduled close time for a particular electronic auction is 1:00 pm and a bid is received at 12:55 pm, the scheduled close time shall be revised to 1:10 pm. Again if a bid is received at 1:01 pm, the scheduled close time shall be revised to 1:16 pm and so on. In the event that, there is no further bid received till 1:16 pm, the electronic auction will close at 1:16 pm. The revised close time will be displayed on screen and the bidders should keep refreshing their webpage to get the latest information. It may be noted that auction close time shall be extended automatically by the system only on receipt of a valid bid in the server before the auction close time.

The above example is only illustrative and meant for guidance only.

- 3.11 During electronic auction, the Bidders shall be required to sign their Bids with their respective digital signature certificate (DSC) the use of which has been duly authorized on behalf of the bidder and which was registered with MSTC's website. Any digital signature certificate other than the above shall not be acceptable for bid submission by the system.
- 3.12 Bidders in their own interest are advised to get themselves acquainted with the electronic auction process of MSTC by getting their Authorized Representative trained beforehand through some demo electronic auctions, schedule of which will be declared later in the MSTC website.

#### **4. Digital Signature Certificate**

A Bidder shall have to possess a valid Digital Signature Certificate (DSC) of signing type to be able to login and transact on MSTC's website viz [www.mstcecommerce.com/auctionhome/psdf](http://www.mstcecommerce.com/auctionhome/psdf). For this purpose, the Bidder company has to authorize its contact person to procure a class III DSC from any Certifying Authority or their authorized agencies in India. The competent authority of the Bidder company like the Chairman/MD/Director/CEO/Company Secretary shall issue a Letter of Authority in favour of the contact person in the standard format provided on the homepage of the website [www.mstcecommerce.com/auctionhome/psdf](http://www.mstcecommerce.com/auctionhome/psdf) mentioning therein the serial number of the DSC of the contact person.

The Bidder may note that only one user id will be mapped with a given DSC for the contact person. DSC once mapped with a particular user id of a Bidder will normally not be changed and therefore Bidders are advised to carefully select the DSC before forwarding the same to MSTC Limited for mapping.

The Digital Signature Certificate will be required at the time of submission of bids in Stage I and stage II by the Bidder. Unsigned bids can't be submitted. The Bidder needs to register its DSC after login through the link Register DSC. Bidders may note that bids can be signed digitally in stage I and stage II before submission with their registered DSCs only. Therefore, the Bidders are advised to get their DSCs registered well in advance.

It will be the sole responsibility of the Bidder company and its contact person to maintain the secrecy of the password for the Digital Signature Certificate. The Bidder company and its contact person shall only be responsible for any misuse of the DSC and no complain / representation in this regard shall be entertained at any stage by MSTC Limited / Ministry of Power.

The Bidder may note that the following configurations will be required to be undertaken in their Internet Explorer browsers for smooth functioning of the website and the e-auction portal.

The system requirements are as follows:

- Operating System- Windows XP Service Pack III and above
- Web Browser- Preferred IE 7 and above.
- Active-X Controls Should be enabled as follows:  
Tools =>Internet Options =>Security =>Custom Level =>Enable all Active-X Controls  
=>Disable "Use Pop-up Blocker"
- Java (JRE7 and above)

To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied.

- Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, remove the tick from the tick box mentioning "Enable Protected Mode".
- Other Settings:  
Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".



**Annexure IV - Letter for the Technical Bid**

[To be submitted on Company Letterhead of the Bidder]

Date:

To,

The Nodal Authority,  
Ministry of Power,  
New Delhi - 110001

Sub: Technical Bid for reverse e-auction of PSDF Support – Phase II

Dear Sir,

With reference to your Tender Document No. \_\_\_\_\_ dated \_\_\_\_\_, I, having examined the Tender Document and understood their contents, hereby submit my Technical Bid for the aforesaid reverse auction of PSDF Support. The Bid is unconditional and unqualified.

1. I have reviewed the terms of the Tender Document and hereby unconditionally and irrevocably accept, agree and acknowledge the terms thereof. Capitalised expressions used in this letter have the same meaning as ascribed thereto in the Tender Document.
2. I acknowledge that the Nodal Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Successful Bidder for PSDF Support in the aforesaid reverse auction, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our participation in the tender process and possible selection as Successful Bidder.
4. I am eligible to participate in the tender process on the basis of the following the Eligible Gas Based Plant:

S. No.	Name of the Eligible Gas Based Plant	Address of the Eligible Gas Based Plant	Configuration	Capacity (name plate capacity in MW)	Registration No. at MSTC Website
1					

5. I certify that the Lead Bank for borrowings availed for the Eligible Gas Based Plant is as given below:

Name of the Lead Bank	
Branch Address	
Details of Contact Person	
<i>Name</i>	
<i>Designation</i>	
<i>Phone No.</i>	
<i>Fax No.</i>	
<i>Email ID</i>	

**Note:** In case of existence of term loan facilities Bidder to provide the above details for the term loan Lead Bank. However, in case the Bidder has availed only working capital facility, Bidder to provide the above details for the working capital Lead Bank. In case the Bidder has no borrowing facilities, Bidder to provide the details of the bank with which it has an existing banking arrangement.

6. In the event, I become the Successful Bidder, the Per Unit PSDF Support shall be made available only up to the Total Incremental Electricity.
7. In the event, I become the Successful Bidder, I agree to establish Trust & Retention Account with the Lead Bank as per the indicative principles provided in **Annexure - X** for the receipts and payments relating to Total Incremental Electricity.
8. In the event of my being declared as the Successful Bidder, I agree to sell Total Incremental Electricity to Discoms at a price not more than the Target Price.
9. I agree to submit self-certificate regarding the quantity of e-bid RLNG gas actually utilized during the relevant period for generation of electricity and Discom-wise supply of such electricity, every month, in the manner as may be prescribed by EPMC.
10. In the event, I become the Successful Bidder, I agree to procure and submit certificate from the Lead Bank regarding receipts relating to Total Incremental Electricity and utilization of such money as per the Trust & Retention Account Agreement executed between the Lead Bank and the Successful Bidder. Such certificate shall be submitted on a quarterly basis, in the manner as may be prescribed by EPMC.
11. In the event, I become the Successful Bidder, I agree to submit utilisation certificate to the effect that the Allocated e-bid RLNG has been utilised for generating and supplying Total Incremental Electricity, in a manner and within such time as may be prescribed by GAIL.
12. In the event, I become the Successful Bidder, I agree to provide a corporate guarantee backed by Board Resolution in favour of GAIL, in order to enable GAIL in availing custom duty waiver on e-bid RLNG, in a manner as may be prescribed in the e-bid RLNG Sale Agreement.
13. In the event, I become the Successful Bidder, if applicable, I agree to make payment towards VAT charged by Andhra Pradesh State and reverse flow transportation tariff under the

PNGRB Regulations, for gas which shall be Swapped from existing off-takers of KG-D6 gas. I agree that this will lead to a payment of ship-or-pay charges up to 90% of the contractual transportation volumes by the fertilizer units to RGTIL, gas transporter.

14. I shall make available to the Nodal Authority any additional information it may find necessary or require to supplement or to authenticate the Bid.
15. I acknowledge the right of the Nodal Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.
16. I declare that:
  - a) I have examined and understood the Office Memorandum;
  - b) I have examined and have no reservations to the Tender Document, including any addendum issued by the Nodal Authority; and
  - c) I have not directly or indirectly or through an agent engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice, as defined in Clause 8 of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Nodal Authority or any other public sector enterprise or any government, central or state; and
  - d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 8 of the Tender Document, no person acting for us or on our behalf has engaged or will engage in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice;
17. I understand that you may cancel the tender process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for PSDF Support, without incurring any liability to the Bidders, in accordance with the Tender Document.
18. I unconditionally represent that we meet the Eligibility Condition as specified in the Tender Document.
19. I declare that with respect to one Eligible Gas Based Plant only one Bid is being submitted for the PSDF Support.
20. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Nodal Authority in connection with the selection of the Technically Qualified Bidder, Preferred Bidder, Successful Bidder or in connection with the tender process itself, in respect of the PSDF Support and the terms and implementation thereof.
21. In the event of my being declared as the Successful Bidder, I agree to enter into a PSDF Support Agreement in accordance with the Tender Document and pay such amounts and provide such security as required therein.

22. In the event of my being declared as the Successful Bidder, I agree to enter into an e-bid RLNG Sale Agreement in accordance with the Tender Document and pay such amounts and provide such security as required therein.
23. I have ensured compliance with Clause 3.3 of the Tender Document and to the best of my knowledge this Bid is responsive in terms thereof.
24. I agree and understand that the Bid is subject to the provisions of the Tender Document. In no case, I shall have any claim or right of whatsoever nature if the PSDF Support is not awarded to me or my Bid is not opened or rejected.
25. The Total Incremental Electricity and the Per Unit PSDF Support shall be quoted by me after taking into consideration all the terms and conditions stated in the Tender Document, the PSDF Support Agreement, the e-bid RLNG Sale Agreement, our own estimates of costs and feasibility and after a careful assessment of the benefits of the interventions available, PPAs if any entered into or likely to be entered into, availability of transmission corridors and all the conditions that may affect the generation and sale of power from the Eligible Gas Based Plant.
26. I would ensure that all documents required to be submitted electronically on the electronic auction platform and the following documents required to be submitted physically with the Nodal Authority are duly submitted: (a) power of attorney in substantially the same format as specified in **Annexure - V** of the Tender Document; (b) affidavit in the same format as specified in **Annexure - VI** of the Tender Document; (c) Bid Security in substantially the same format as specified in **Annexure - VIII** of the Tender Document.
27. I shall keep this offer valid for 60( sixty) days from the Technical Bid Due Date specified in the Tender Document or such extended duration as may be agreed with the Nodal Authority

In witness thereof, I submit this Technical Bid under and in accordance with the terms of the Tender Document.

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

Name and seal of Bidder

Date:

Place:

**Annexure V - Power of Attorney**

[To be stamped in accordance with the relevant Stamp Act]

**Power of Attorney for submission of Bid and Agreements**

Know all men by these presents, We, ..... (name and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the PSDF Support (“PSDF Support”) in response to the Tender Document No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Nodal Authority, Ministry of Power (the “Nodal Authority”) including but not limited to signing and submission of all applications, affidavits, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to the Nodal Authority, representing us in all matters before the Nodal Authority, and generally dealing with the Nodal Authority in all matters in connection with or relating to or arising out of our bid for the said PSDF Support and/or upon award thereof to us and to enter into necessary agreements required to be executed pursuant to us being declared as the Successful Bidder including the entering into of the PSDF Support Agreement with the Nodal Authority; and the e-bid RLNG Sale Agreement with GAIL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted Notarised

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution authorizing the execution of this power of attorney.*
- *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and appropriately notarised in the relevant jurisdiction. However, the power of attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.*

**Annexure VI - Format of Affidavit**

(To be stamped in accordance with the relevant Stamp act and duly sworn before Notary public)

**Affidavit**

I, \_\_\_\_\_ aged \_\_\_\_\_ years, resident of \_\_\_\_\_ working as \_\_\_\_\_ an authorised signatory on behalf of \_\_\_\_\_ (name of bidder) (the “Bidder”) hereby state as under:

1. I say that I am the [Insert designation of the deponent] of the Bidder. I am conversant with the facts and circumstances surrounding the subject of this Affidavit and have been authorized to depose to the same pursuant to the power of attorney dated \_\_\_\_\_. I am filing this Affidavit to place on record verification of facts and documents in connection with the tender process concerning PSDF Support.
2. [Insert separate paragraphs for each document brought on record on the website of the MSTC or physically submitted with the Nodal Authority, in a chronological sequence].
3. That nothing has been concealed in the information submitted as mentioned above.

Solemnly affirmed and verified on this \_\_\_\_\_ day of (month) 2015 at (place).

(Signature)

Name, Designation & Seal

**VERIFICATION**

I, [●], the [Insert designation of the deponent] of the Bidder above named, having my office at [●], do hereby solemnly declare that what is stated above in paragraphs [●] to [●] are on the basis of the books and records of the Bidders, and verify that the contents of the above affidavit are true and correct, no part of it is false and nothing material has been concealed therefrom.

Verified at \_\_\_\_\_ day of (month) 2015 at (place).

Deponent

(Signature)

Name, Designation & Seal

**Annexure VII - Format for seeking clarifications regarding the Tender Document**

(Applicable only for the Pre-Bid meeting before submission of the Technical Bid in response to the Tender Document)

<b>S. No</b>	<b>Document</b>	<b>Clause No. and Existing Provision</b>	<b>Clarification Required</b>	<b>Suggested Text for Amendment, if any</b>	<b>Rationale for Clarification or Amendment</b>



**Annexure VIII - Bank Guarantee for Bid Security**

[To be stamped in accordance with the relevant Stamp Act]

**Bank Guarantee**

To,

The Nodal Authority,  
Ministry of Power,  
The Government of India  
New Delhi

Bank Guarantee No.

Date:

1. In consideration of you, being the Nodal Authority under the Office Memorandum No.4/2/2015-Th-I dated 27<sup>th</sup> March 2015 issued by Ministry of Power, Government of India, for the scheme for utilisation of Gas based power generation capacity (hereinafter referred to as the “**Nodal Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive, pursuant to the provisions of the relevant tender document, the Bid of ..... (a company registered under the Companies Act, [1956/2013]) and having its registered office at ..... (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the support from PSDF Fund (“**PSDF Support**”) pursuant to the Tender Document No. \_\_\_\_\_ dated ..... issued in respect of the PSDF Support (hereinafter collectively referred to as “**Tender Document**”), we (Name of the Bank) having our registered office at ..... and one of its branches located at Delhi at ..... (“**Bank**”), at the request of the Bidder, do hereby in terms of the Tender Document, irrevocably, unconditionally and without reservations guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Document by the Bidder and unconditionally and irrevocably undertake to pay forthwith to the Nodal Authority an amount of INR [ ] (Indian Rupees [ ] only) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Document.
2. Any such written demand made by the Nodal Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Document shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any

reference to the Bidder or any other person and irrespective of whether the claim of the Nodal Authority is disputed by the Bidder or not, merely on the first demand from the Nodal Authority stating that the amount claimed is due to the Nodal Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Tender Document. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [ ] (Indian Rupees [ ] only).

4. This Guarantee shall be irrevocable and remain in full force for a period from the date hereof till the expiry of 60 (sixty) days from the Technical Bid Due Date i.e. \_\_\_\_\_ or for such extended period as may be mutually agreed between the Nodal Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Nodal Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Document including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Tender Document, and the decision of the Nodal Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Nodal Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Nodal Authority shall be entitled to treat the Bank as the principal debtor. The Nodal Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Document or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Vesting Order by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Document or the securities available to the Nodal Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Nodal Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Nodal Authority or any indulgence by the Nodal Authority to the said Bidder or by any change in the constitution of the Nodal Authority or its absorption, merger or amalgamation with any other person or governmental department or instrumentality, but for this provision, have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Nodal Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Nodal Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Nodal Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.
14. Notwithstanding anything contained herein above,
  - a. liability of the bank under this bank guarantee shall not exceed INR [figures] (Indian Rupees [words]).
  - b. This bank guarantee shall be valid upto [date of expiry of bank guarantee]
  - c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before [date of expiry of bank guarantee]

Signed and Delivered by ..... Bank

**Annexure IX - Format of PSDF Performance Security**

[Reference number of the bank]

[date]

To

The Nodal Authority,  
Ministry of Power,  
The Government of India  
New Delhi

**WHEREAS**

- A. [Name of the Successful Bidder] incorporated in India under the Companies Act, [1956/2013] with corporate identity number [CIN of the Successful Bidder], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] (the “**Successful Bidder**”) is required to provide an unconditional, irrevocable and bank guarantee for an amount equal to Rs. [figures] (Indian Rupees [words]) as a performance security for a period of [period of performance bank guarantee].
- B. The PSDF Performance Security is required to be provided in favour of **The President of India**, acting through the Central Government represented by the Nodal Authority appointed -----for discharge of certain obligations pursuant to the Office Memorandum No.4/2/2015-Th-I dated 27<sup>th</sup> March 2015 issued by Ministry of Power, Government of India, for the Scheme i.e. the scheme for utilisation of Gas based power generation capacity for the financial years (April-March) 2015-16 and 2016-17 (the “**Nodal Authority**”).
- C. We, [name of the bank] having our registered office at ..... and one of its branches located at Delhi at..... (“**Bank**”), at the request of the Successful Bidder do hereby undertake to pay to the Nodal Authority an amount not exceeding INR [figures] (Indian Rupees [words]) to secure the obligations of the Successful Bidder under the Agreement on demand from the Nodal Authority on the terms and conditions herein contained herein.

**NOW THEREFORE**, the Bank hereby issues in favour of the Nodal Authority this irrevocable and unconditional payment bank guarantee (the “**Guarantee**”) on behalf of the Successful Bidder in the amount INR [figures] (Indian Rupees [words]).

1. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the Nodal Authority without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand from the Nodal Authority, a sum or sums (by way of one or more claims) not exceeding in the aggregate the amount of INR [figures] (Indian Rupees [words]) without the Nodal Authority needing to prove or to show to the Bank grounds or

reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between the Nodal Authority and Successful Bidder on any matter whatsoever. The Bank undertakes to pay to the Nodal Authority any money so demanded notwithstanding any dispute or disputes raised by the Successful Bidder in any suit or proceeding pending before any court or tribunal relating thereto the Bank's liability under this present being absolute and unequivocal.

2. The Bank acknowledges that any such demand by the Nodal Authority of the amounts payable by the Bank to the Nodal Authority shall be final, binding and conclusive evidence in respect of the amounts payable by Successful Bidder to the Nodal Authority under the Agreement.
3. The Bank hereby waives the necessity for the Nodal Authority from demanding the aforesaid amount or any part thereof from the Successful Bidder and also waives any right that the Bank may have of first requiring the Nodal Authority to pursue its legal remedies against the Successful Bidder, before presenting any written demand to the Bank for payment under this Guarantee.
4. The Bank further unconditionally agrees with the Nodal Authority that the Nodal Authority shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time to:
  - (i) vary and/or modify any of the terms and conditions of the PSDF Support Agreement;
  - (ii) extend and / or postpone the time for performance of the obligations of the Successful Bidder under the PSDF Support Agreement, or
  - (iii) forbear or enforce any of the rights exercisable by the Nodal Authority against the Successful Bidder under the terms and conditions of the PSDF Support Agreement.

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Nodal Authority or any indulgence by the Nodal Authority to the Successful Bidder or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

5. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whom ever imposed; and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Nodal Authority receives the full amount due hereunder as if no such withholding had occurred.
6. The Bank agrees that Nodal Authority at its option shall be entitled to enforce this Guarantee against the Bank, as a principal debtor in the first instance without proceeding at the first instance against the Successful Bidder.

7. The Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that specified in the PSDF Support Agreement and that it shall continue to be enforceable till all the obligations of the Successful Bidder under or by virtue of the said PSDF Support Agreement with respect to the Performance Security have been fully paid and its claims satisfied or discharged or till the Nodal Authority certifies that the terms and conditions of the PSDF Support Agreement with respect to the Performance Security have been fully and properly carried out by the Successful Bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the [date of expiry of bank guarantee] we shall be discharged from all liability under this guarantee thereafter.
8. The payment so made by the Bank under this Guarantee shall be a valid discharge of Bank's liability for payment thereunder and the Nodal Authority shall have no claim against the Bank for making such payment.
9. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts at Delhi.
10. The Bank has the power to issue this Guarantee in favour of the Nodal Authority. This guarantee will not be discharged due to the change in the constitution of the Bank
11. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of the Nodal Authority in writing.
12. Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.
13. Notwithstanding anything contained herein above,
  - a. liability of the bank under this bank guarantee shall not exceed Rs. [figures] (Indian Rupees [words]).
  - b. This bank guarantee shall be valid upto [date of expiry of bank guarantee]
  - c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before [date of expiry of bank guarantee]

Dated the [day] day of [month] [year] for the Bank.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp.

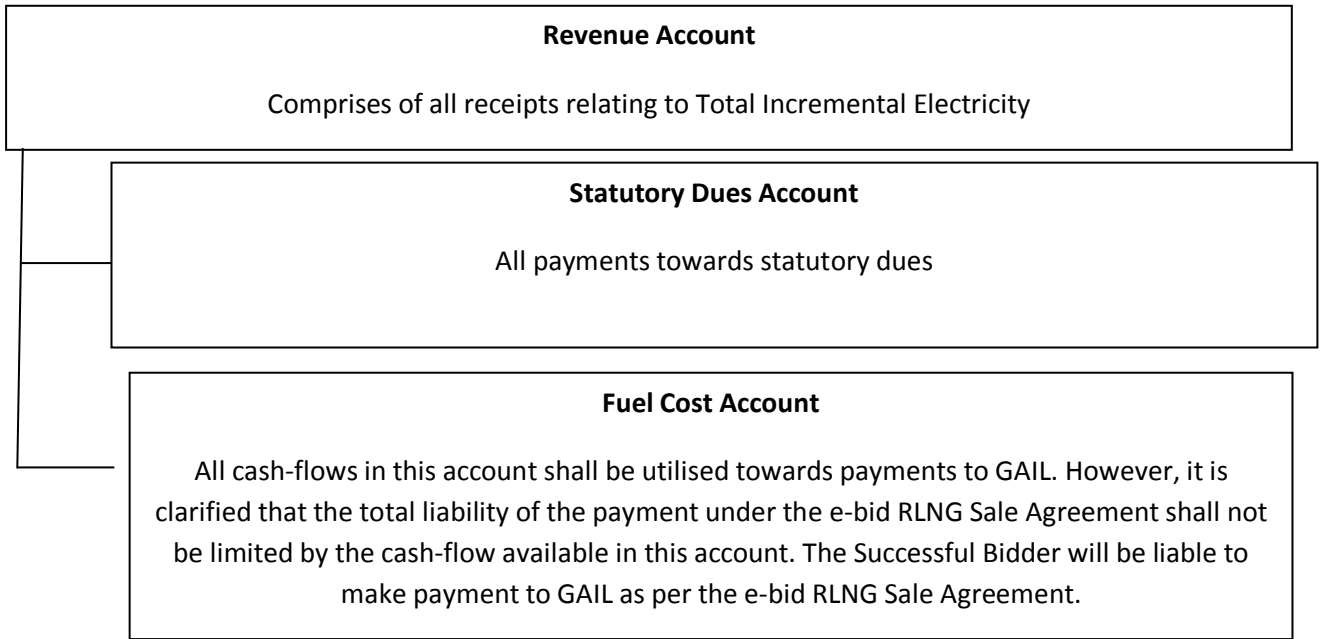
-----  
(Signature)

(Name and Designation)

\_\_\_\_\_  
(Bank Stamp)

**Annexure X - Trust & Retention Account Mechanism**

**Trust and Retention Accounts (TRA) – Waterfall Model for Cash Flows Generated by the Eligible Gas Based Plant**



In the event, any amount is left in the Trust and Retention Account, the same shall be transferred to the PSDF Fund.

**Annexure XI: Format of PSDF Support Agreement**

*(Annexed separately)*



**Annexure XII: Format of the e-bid RLNG Sale Agreement**

*(Annexed separately)*

## Annexure XIII: Amount of Bid Security (Clause 6.1.2)

S.No.	Name of Eligible Gas Based Plant	Installed Capacity (MW)	Name of the State	Bid Security (in INR)
1	NTPC, Faridabad CCPP	431.59	Haryana	2,500,000.00
2	NTPC, Anta CCPP	419.33	Rajasthan	2,500,000.00
3	NTPC, Auraiya CCPP	663.36	Uttar Pradesh	7,461,414.90
4	NTPC, Dadri CCPP	829.78	Uttar Pradesh	2,500,000.00
5	NTPC, Gandhar (Jhanore)	657.39	Gujarat	4,550,316.84
6	NTPC, Kawas CCPP	656.2	Gujarat	3,633,663.93
7	I.P.CCPP	270	Delhi	2,500,000.00
8	Pragati CCGT-III	750	Delhi	2,500,000.00
9	Pragati CCPP	330.4	Delhi	2,500,000.00
10	Dholpur CCPP	330	Rajasthan	2,500,000.00
11	Dhuvaran CCPP(GSECL)	106.42	Gujarat	3,296,361.54
12	Hazira CCPP(GSEG)	156.1	Gujarat	5,132,335.72
13	Utran CCPP(GSECL)	144	Gujarat	6,129,939.00
14	Uran CCPP (MAHAGENCO)	672	Maharashtra	2,500,000.00
15	Trombay CCPP (TPC)	180	Maharashtra	2,500,000.00
16	Baroda CCPP (GIPCL)	160	Gujarat	8,832,206.59
17	Godavari (Spectrum)	208	Andhra Pradesh	2,500,000.00
18	Jegurupadu CCPP (GVK)	235.4	Andhra Pradesh	3,910,535.61
19	Kondapalli CCPP (LANCO)	350	Andhra Pradesh	9,205,983.36
20	Peddapuram (BSES)	220	Andhra Pradesh	8,908,346.30
21	Vijeswaran CCPP	272	Andhra Pradesh	4,800,954.93
22	Peguthan CCPP (GTEC)	655	Gujarat	33,549,925.82
23	SUGEN CCPP (Torrent)	1147.5	Gujarat	18,665,477.35

**Annexure XIV – Break-up of Delivered Price of e-bid RLNG**

Element	Price	
	FE component (in \$/MMBTU-GCV)	INR component (in Rs/MMBTU-GCV)
Ex-terminal Price excluding regasification charges	X	
Regasification charge*		Y
Service Tax on Regas		Y
Transportation charges**		Y
Service Tax on Transportation Charges		Y
Entry tax/octroi		Y
Marketing Margin		Y
Swapping Cost	X	
Any additional charges for AP Vat on account of swapping (in \$/MMBTU)	X	
Delivered Price (Consists of sum of FE & sum of INR Components)	Sum of FE Components	Sum of INR Components

*1	Based on Regasification at RGPPL Dabhol Terminal
**2	Based on Transportation charges from RGPPL Dabhol Terminal.
3	For purposes of Article 2.8.2 of PSDF Support Agreement P1 equals to sum of FE components.
4	Exchange Rate of 1 USD = INR _____ shall be "E1" for purposes of Article 2.8.2 of PSDF Support Agreement.  <u>However for fortnightly billing for e-bid RLNG supplied, applicable Exchange Rate shall be as per relevant Article of e-bid RLNG Sale Agreement (e-RSA).</u>